

**SECTION 00700  
GENERAL CONDITIONS**

**ARTICLE 1 - CONTRACT DOCUMENTS**

1.1 The term "Owner" means the Town of Clinton, whose mailing address is 54 East Main Street, Clinton, CT , Attention: Bruce Farmer, First Selectman, and includes its designated representatives, successors and assigns.

1.1.2 The term "Owner's Representative" means the Project Manager as indicated in the Invitation to Bid.

1.1.3 The term "Design Professional" means the Design Professional identified in the Invitation to Bidders. The term includes the authorized representatives of the Design Professional, its consultants approved by the Owner or any successor or other firm or person designated in writing by the Owner to act in the same capacity.

1.1.4 The term "Project" means the project defined in the Invitation to Bidders. The Project is more fully described in the Contract Documents.

1.1.5 The term "Contractor or Trade Contractor" means the individual or business entity that contracts with the Owner to furnish labor or materials or both at the Project or otherwise in connection with the Project.

1.1.6 The term "Contract" means the agreement between Contractor and Owner.

1.1.7 The term "Subcontractor" or "Subcontractors" means any individual or business entity that has a contractual relationship with a Contractor to furnish labor or materials or both in connection with the Work of that Contractor and those who contract with a subcontractor to furnish labor or materials or both in connection with the Work of that subcontractor. There is no direct contractual relationship between Owner and any subcontractor, but each Contractor is required to ensure that its subcontractors agree to comply with these General Conditions and any other applicable Contract Documents.

1.1.8 The term "Contract Price" means the price for the Work set out in the Contract. It may not be changed except as specified in these General Conditions.

1.1.9 When the Owner issues a Notice to Proceed or Intent to Award letter to the successful bidder, the bidder shall begin the submittal procedures as set forth in the documents. When the Owner issues a Notice to Proceed or Intent to Award to the successful bidder, the notice shall be accompanied by four (4) unsigned counterparts of the Contract and all other Contract Documents. Within five (5) days after receipt thereof, the Contractor shall execute and deliver three (3) counterparts of the Contract to the Owner with all other Contract Documents attached. The Contract shall be effective when a Notice to Proceed or Intent to Award is delivered by the Owner to the Contractor

1.1.10 By executing the Contract, the Contractor represents that it has (a) examined the Contract Documents thoroughly, (b) visited the site to become familiar with local conditions that may in any manner affect cost, progress or performance of the Work, (c) become familiar with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work and (d) studied and carefully correlated the Contractor's observations with the Contract Documents.

1.1.11 This Contract and the Contract Documents comprise the entire contract between the Owner and the Contractor concerning the Work. The Contract Documents are complimentary and what is required by one is as binding as if required by all.

1.1.12 It is the intent of the Contract Documents to describe a functionally complete Project, or part thereof, to be constructed. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specified. When words that have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. References to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of bids, except as may be otherwise specifically stated.

1.1.13 The Owner's Representative shall issue such written clarifications and interpretations of the requirements of the Contract Documents as the Owner's Representative may deem necessary. Such clarifications and interpretations shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

1.1.14 If, during the performance of the Work, the Contractor finds a conflict, error or discrepancy in the Contract Documents, the Contractor shall so report to the Owner's Representative in writing at once. Before proceeding with the Work affected thereby, the Contractor shall obtain a written interpretation or clarification from the Owner's Representative. Any work done before the Owner's Representative renders its decision is at the Contractor's sole risk.

1.1.15 If any portion of the Contract or the Contract Documents conflicts with any other portion, the various documents shall govern in the following descending order of precedence the Contract and any properly-executed change orders thereto; the General Conditions; the Specifications; the Instruction to Bidders; the Drawings. As between figures given to drawings and the scaled measurements, the figures shall govern. Detailed drawings shall be given precedence over general drawings.

1.1.16 The Contractor agrees that nothing contained in the Contract Documents or any contract between the Owner and the Owner's Representative or the Owner and the Design Professional creates any contractual relationship between the Owner's Representative and the Contractor, the Design Professional and the Contractor or the Owner and any subcontractor. The Contractor waives any right the Contractor may have as an alleged third party beneficiary of any such contracts and agreements and covenants not to sue the Owner's Representative or Design Professional as a third-party beneficiary of the contracts.

1.1.17 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item, brand or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted if sufficient information is submitted to allow determination by the Owner's Representative that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment shall not be accepted from anyone other than the Contractor. If the Contractor desires to propose a substitution, it shall make written application to the Owner's Representative which shall submit the application to the Design Professional for review and acceptance thereof. The application shall certify that the proposed substitute shall perform adequately and achieve the results called for by the design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute shall not prejudice the Contractor's achievement of substantial completion on time, shall state whether or not acceptance of the substitute for

use in the Work shall require a change in any of the Contract Documents or in the provisions of any other contract for work on the Project to adapt the design to the proposed substitute, and shall state whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. The application shall also contain an itemized estimate of all costs that shall result directly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered in evaluating the proposed substitute. The Owner's Representative, as requested by the Design Professional, may also require the Contractor at the Contractor's expense to furnish additional data about the proposed substitute.

1.1.18 If specific means, methods, techniques, sequences or procedures of construction are indicated in or required by the Contract Documents, the Contractor may use a substitute means, methods, sequences, techniques or procedures of construction acceptable to the Owner's Representative if the Contractor submits sufficient information in advance to allow the Owner's Representative to determine that the substitute proposed is equivalent to what is indicated or required by the Contract Documents. The procedure for review by the Owner's Representative shall be similar to that provided in paragraph 1.1.17.

1.1.19 The Owner's Representative shall be allowed a reasonable time, but not less than seven (7) days, to consult with the Design Professional to evaluate each proposed substitute. The Owner's Representative shall be the final judge of acceptability and no substitute shall be ordered, installed or used without the Owner's Representative's and the Design Professional's prior written acceptance that shall be evidenced by either a change order or other appropriate documentation. The Contractor may be required to furnish, at the Contractor's expense, a special performance guarantee or other surety with respect to any substitute acceptable to the Owner's Representative. The Owner's Representative shall record the time required by the Owner's Representative, Design Professional or Design Professional's consultants in evaluating substitutions proposed by the Contractor and in making changes in the Contract Documents occasioned thereby. Whether or not the Owner's Representative accepts a proposed substitute, the Contractor shall reimburse the Owner for the charges of the Owner's Representative, Design Professional and Design Professional's consultants for evaluating each proposed substitute.

1.1.20 Whenever in the Contract Documents the term "as ordered," "as directed," "as required," "as allowed," "as approved" or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of the Owner's Representative as to the Work, it is intended that such requirement, direction, review or judgment shall be solely to evaluate the Work for compliance with the Contract Documents. The use of any such term or adjective shall not relieve the Contractor of its duty and responsibility to supervise or direct the furnishing or performance of the Work.

1.1.21 The term "Contract Documents" means the Instruction to Bidders, the contract between the Owner and the Contractor, these General Conditions and any supplemental, special or other conditions furnished to the Contractor, such as special conditions applicable to equipment purchase, the drawings and specifications furnished to the Contractor, all exhibits thereto and addenda, bulletins and change orders issued in accordance with these General Conditions to any of the above.

1.1.22 The Contractor shall not be furnished any copies of the Contract Documents. Copies are available for purchase for the cost of reproduction from the printer.

PRODUCT DATA SHEET 0 - The Contractor shall have no ownership rights in any of the drawings, specifications or other documents prepared by or bearing the seal of the Design Professional.

## ARTICLE 2 - ROLE OF THE DESIGN PROFESSIONAL

### 2.1 Services

2.1.1 The Design Professional is required to provide certain services to the Project including but not limited to those hereinafter described.

2.1.2 The Design Professional, other representatives of the Owner, testing agencies and government agencies with jurisdictional interests over the Project shall have access to the Work at all times. The Contractor shall provide proper and safe conditions for such access.

2.1.3 The Design Professional is not responsible for the Contractor's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto.

2.1.4 The Design Professional shall not be responsible for the Contractor's failure to perform or furnish the Work in accordance with the Contract Documents or for the acts or omissions of the Contractor or of any subcontractor, any supplier or of any other person or organization performing or furnishing any of the Work.

2.1.5 The Design Professional shall review with reasonable promptness shop drawings, submittals and samples, but the Design Professional's review shall be only for conformance with the design concept of the Project and information given in the Contract Documents. The Contractor shall specify in writing with sufficient detail any variations from the Contract Documents that were made in preparing shop drawings or other submittals. The review of a separate item as such shall not indicate approval of the assembly in which the item functions. The Contractor shall make, at its own expense, any correction required by the Design Professional, shall return the required number of corrected copies of shop drawings and shall submit, as required, new samples for review and approval. The Contractor shall call attention in writing to revisions other than the corrections called for by the Design Professional on previous submittals.

2.1.6 Should errors, omissions or conflicts be discovered in the drawings, specifications or other Contract Documents prepared by the Design Professional, the Design Professional shall prepare such clarifications, amendments or supplementary documents and provide consultation as may be required.

2.1.7 Subject to the limitations of paragraphs 2.1.3 and 2.1.4, the Design Professional will make visits to the site to observe the quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Design Professional is not required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work and its failure to do so does not relieve the Contractor to complete its Work in a professional and timely manner.

2.1.8 The Design Professional is required to prepare and submit to the Owner's Representative periodic reports of the Contractor's Work that may not be in conformance with the Contract Documents. The Owner's Representative shall transmit such reports to the Contractor who shall be required to correct such non-conforming work at the Contractor's sole cost and expense.

2.1.9 The Design Professional and Owner's Representative shall conduct observations to determine the dates of substantial completion and final completion and, following such, the Owner's Representative shall issue the certificate of substantial completion and the certificate of final completion of the entire project.

2.1.10 The Design Professional may provide assistance in the initial operation of any equipment or system such as startup, testing, adjusting and balancing.

- 2.1.11 In case of the termination of the employment of the Design Professional, the Owner may appoint a Design Professional whose status, rights and responsibilities under the Contract Documents shall be that of the former Design Professional.

### **ARTICLE 3 - THE OWNER AND OWNER'S REPRESENTATIVE**

#### **3.1 The Owner**

- 3.1.1 The Owner shall at all times have access to the Work. The Contractor shall provide safe facilities for such access.

3.1.2 The Owner shall not be responsible for or have control or charge of the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work and shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Owner shall not be responsible for the acts or omissions of the Owner's Representative, Contractor, any subcontractors or any of their agents or employees or any other persons performing any of the Work.

3.1.3 The Owner shall furnish, as indicated in the Contract Documents, the land upon which the Work is to be performed, rights-of-way and easements for access thereto and such other lands that may be designated for the use of the Contractor. Easements for permanent structures or permanent changes in existing facilities shall be obtained and paid for by the Owner. The Contractor shall provide at its expense all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

#### **3.2 The Owner's Representative**

- 3.2.1 The Owner's Representative shall administer this Contract as described herein.

3.2.2 The Owner and Design Professional shall communicate with the Contractor only through, or in the manner prescribed by, the Owner's Representative which shall have full authority to act with regard to all aspects of the Project.

3.2.3 The Owner's Representative has authority to disapprove or reject work where, in the Owner's Representative's opinion, the work is defective. Whenever, in the Owner's Representative's opinion, it is considered necessary or advisable for the proper implementation of the intent of the Contract Documents, the Owner's Representative shall require special inspection or testing of any of the Contractor's Work in accordance with the provisions of the Contract Documents whether or not the Work is already fabricated, installed or completed.

3.2.4 The Owner's Representative shall have the authority and discretion to call, schedule and conduct job meetings among the Contractor, representatives of subcontractors and others to discuss such matters as procedures, progress, problems and scheduling.

3.2.5 The Owner's Representative shall establish procedures for processing shop drawings, submittals, catalogs, project reports, test reports, maintenance manuals, changes, applications for payment and other documents.

3.2.6 The Owner's Representative shall review all requests for changes and shall process change orders, including applications for a change of the contract time.

3.2.7 The Owner's Representative shall review and process all applications for payment by the Contractor including the final application for payment.

3.2.8 Engineering surveys shall be provided to establish reference points for construction that in the Owner's Representative's judgment are necessary to enable the Contractor to proceed with the Work. The Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the Owner's Representative. The Contractor shall report to the Owner's Representative whenever any reference point is lost, destroyed or requires relocation due to necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

3.2.9 Deleted

### 3.3 The Owner's Representative's Right to Stop or Suspend the Work

3.3.1 If the Work is defective or if the Contractor fails to supply sufficient skilled workers or suitable materials or equipment or fails to furnish or perform the Work in such a way that the completed work shall conform to the Contract Documents, the Owner's Representative may order the Contractor to stop the Work or any portion thereof until the cause for such order has been eliminated. This right of the Owner's Representative to stop work shall not give rise to any duty on the part of the Owner's Representative to exercise this right for the benefit of the Contractor or any other party.

3.3.2 If the performance of all or part of the Work is suspended for an unreasonable period of time by an act of the Owner's Representative or by failure of the Owner's Representative to act within the time specified in this Contract, the Contractor shall be entitled to an equitable adjustment in accordance with the provisions of Article 11. No equitable adjustment shall be allowed for any failure of supervision to the extent that performance would have been so suspended pursuant to subparagraph 3.3.1 or for which an equitable adjustment is provided for or excluded under any other provision of this Contract. No claim for an equitable adjustment shall be allowed (1) for any costs incurred prior to the date the Contractor was required to notify the Owner's Representative in writing of the act or failure to act involved, but this requirement shall not apply as to a claim resulting from a suspension order, (2) for any claim for an extension of time required for performance, unless within twenty (20) days after the act or failure to act involved, the Contractor submits to the Owner's Representative a written statement setting forth, as then practicable, the extent of such claimed time extension and (3) unless the claims for a time extension in an amount stated are asserted in writing within twenty (20) days after the end of such suspension, delay or interruption.

### 3.4 The Owner's Representative's Right to Have Work Performed

3.4.1 If the Contractor fails within the time required in a written notice from the Owner's Representative to correct defective Work or to remove and replace rejected Work as required by the Owner's Representative in accordance with paragraph 12.2.1, or if the Contractor fails to perform the Work in accordance with the Contract Documents, or if the Contractor fails to comply with any other provision of the Contract Documents, the Owner's Representative may, after seven (7) days' written notice to the Contractor, correct and remedy any such deficiency in or failure to complete the Work. In exercising the rights and remedies under this paragraph, the Owner's Representative shall proceed expeditiously. To the extent necessary to complete corrective action, the Owner's Representative may exclude the Contractor from all or part of the site,

take possession of all or part of the Work and suspend the Contractor's services related thereto, take possession of the Contractor's tools, appliances, construction equipment and machinery at the site and incorporate into the Work all materials and equipment stored at the site or for which the Owner's Representative has paid the Contractor, but which are stored elsewhere. The Contractor shall allow the Owner's Representative, the Owner's Representative's representatives, agents and employees such access to the site as may be necessary to enable the Owner's Representative to exercise the rights and remedies described herein. All direct, indirect and consequential costs incurred by the Owner's Representative in pursuing such rights and remedies shall be charged to the Contractor and a change order shall be issued incorporating the necessary revisions in the Contract Documents with respect to the Work. The Owner shall be entitled to an appropriate decrease in the contract price. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of the work of others destroyed or damaged by correction, removal or replacement of the Contractor's defective work. The Contractor shall not be allowed an extension of the contract time due to any delay in performance of the Work attributable to the exercise by the Owner's Representative of the Owner's Representative's rights and remedies hereunder.

## **ARTICLE 4 - THE CONTRACTOR**

### **4.1 Contractor's Review of Contract Documents**

4.1.1 Prior to the commencement of the Work and during the performance of this Contract, the Contractor shall report to the Owner's Representative any error, inconsistency or omission in the Contract Documents, including any requirement that may be contrary to any usual construction practice, law, ordinance, rule, regulation or order of any public authority bearing on the performance of the Work. By submitting a bid, the Contractor acknowledges that it has reviewed the Contract Documents and agrees that the Contract Documents, along with any supplementary written instructions issued by the Owner's Representative that have become a part of the Contract Documents, are substantially accurate, consistent and complete insofar as the Contractor's Work. The Contractor agrees that it will not make any claim or demand upon the Owner's Representative based upon arising out of any misunderstanding or misinterpretation on its part of the provisions and requirements of this Contract. The Contractor shall not commence the Work without an executed Contract and receipt of the required approved shop drawings, product data, submittals or samples for such portions of the Work.

### **4.2 Supervision and Construction Procedures**

4.2.1 The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor shall be responsible to see that the completed work complies with the Contract Documents.

4.2.2 The Contractor shall be solely responsible for the acts and omissions of the Contractor's employees, subcontractors, suppliers and their agents and employees and other persons performing any of the Contractor's Work.

4.2.3 The Contractor shall not be relieved of its obligation to perform the Work in accordance with the Contract Documents either by the activities or duties of the Design Professional or the Owner's Representative, by the need for inspections, tests or approvals, or the lack thereof, required or performed by persons other than the Contractor.

#### 4.3 Labor and Materials

4.3.1 The Contractor shall provide competent, qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order of its forces at the site. Except in connection with the safety or protection of persons, work or property at the site or adjacent thereto and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and the Contractor shall not permit overtime work or the performance of work on Saturdays, Sundays or legal holidays observed by the Owner without the Owner's Representative's written consent or consent given after at least forty-eight (48) hours' prior written request from the Contractor. The Contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, startup and completion of the Work.

4.3.2 All Work shall be performed in a skillful and workmanlike manner.

4.3.3 The Contractor shall at all times enforce strict discipline and good order among the Contractor's employees, subcontractors and other representatives and shall not employ any unfit person or anyone not skilled in the task assigned to them. The Owner's Representative may in writing require the Contractor to remove from the Project any employee, subcontractor or representative that the Owner's Representative deems incompetent, careless or otherwise objectionable.

#### 4.4 Warranty

4.4.1 All materials and equipment shall be of good quality and new except as otherwise provided in the Contract Documents. If required by the Owner's Representative, the Contractor shall furnish satisfactory evidence, including reports of required tests, as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Contract Documents.

4.4.2 The Contractor warrants and guarantees to the Owner that all Work shall be in accordance with the Contract Documents and shall not be defective. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in these General Conditions.

#### 4.5 Taxes

4.5.1 The Contractor shall not be paid or reimbursed for any state, consumer, use, service, ad valorem or other tax paid by the Contractor related to the performance of the Work. The Town of Clinton is exempt from payment of taxes. Therefore, the Contractor should obtain from the Owner's Department of Public Purchases tax exempt certificates for each of the Contractor's vendors and suppliers in order to avoid the imposition of any of the aforesaid taxes. In any event, the Owner will not pay or reimburse the Contractor for any taxes that the Contractor may pay in the performance of the Work.

#### 4.6 Permits, Fees and Notices

4.6.1 The Owner's Representative shall obtain the general construction permit for the project. Individual trade permits or applicable licenses, as may be necessary, shall be obtained as required, and paid for by the



Trade Contractor. The Contractor shall pay all charges required by utility companies for connections to the Work as required.

4.6.2 The Contractor shall give all notices and comply with all laws and regulations of any governmental agency or authority having jurisdiction and bearing on the performance of the Work. Except where otherwise expressly required by applicable laws and regulations, neither the Owner, the Owner's Representative nor the Design Professional shall be responsible for monitoring the Contractor's compliance with laws and regulations.

4.6.3 If the Contractor observes that the specifications or drawings are at variance with any laws or regulations, the Contractor shall give the Owner's Representative prompt written notice thereof. If the Contractor, without notice to the Owner's Representative, performs any Work knowing or having reason to know that it is contrary to such laws or regulations, the Contractor shall bear all costs of correction arising therefrom. However, it shall not be the Contractor's primary responsibility to make certain that the specifications and drawings are in accordance with such laws and regulations.

#### 4.7 Allowances

4.7.1 It is understood that the Contractor has included in the contract price all allowances contained in the Contract Documents and shall cause the Work so covered to be performed by such subcontractors or suppliers and for such sums within the limit of the allowances as may be acceptable to the Owner's Representative. The Contractor agrees as follows:

4.7.1.1 The allowances include the cost to the Contractor, less any applicable trade discounts, of materials and equipment required by the allowances to be delivered at the site;

4.7.1.2 The Contractor's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the contract price and not in the allowances; and

4.7.1.3 No demand for additional payment on account of any thereof shall be valid. Prior to final payment, an appropriate change order shall be issued as recommended by the Owner's Representative to reflect actual amounts due the Contractor due to work covered by allowances and the contract price shall be correspondingly adjusted.

#### 4.8 Superintendence

4.8.1 The Contractor shall designate in writing a competent, full-time resident superintendent to supervise and direct the Work. The superintendent shall not be replaced without prior written notice to and approval from the Owner's Representative. The superintendent shall be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor in all matters related to the Work. All communications given to the superintendent shall be binding upon the Contractor. When requested by the Owner's Representative, the Contractor shall provide a management chart and a list of personnel comprising the superintending staff and their areas of responsibility. All references herein to the superintendent shall be taken to mean the superintending staff as well.

4.8.2 The superintendent shall remain on the project site not less than eight (8) hours per day, five (5) days per week until completion of the Work in accordance with the Contract Documents unless the Work or the project is suspended or progress of the Contractor's Work is stopped by the Construction Manager or the Owner. The superintendent shall not be employed or used on any other project during the course of the Work.

#### 4.9 Documents and Samples at the Site

4.9.1 The Contractor shall maintain in a secure place at the site one (1) record copy of all drawings, specifications, addenda, written amendments, change orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents, together with site approved samples and all approved shop drawings, shall be available to the Owner's Representative, Owner, and Design Professional for reference. Upon completion of the Work, these record documents, samples and shop drawings shall be delivered to the Owner's Representative.

#### 4.10 Shop Drawings, Submittals, and Samples

4.10.1 The Contractor shall submit to the Owner's Representative electronic copy of all shop drawings and submittals and one (1) reproducible original drawing that shall bear a stamp or specific written statement that the Contractor has satisfied its responsibilities under the Contract Documents with respect to the review of the submission. All submissions shall be identified in the manner that the Owner's Representative may require. The data shown on the shop drawings shall be complete with respect to quantities, dimensions, specified performance, design criteria, materials and similar data to enable review of the information by the Design Professional.

4.10.2 The Contractor shall submit to the Owner's Representative for review and approval with such promptness as to cause no delay in the Work all samples required by the Contract Documents. All samples shall have been checked by the Contractor and shall be accompanied by a specific written statement that the Contractor has satisfied the Contractor's responsibilities under the Contract Documents with respect to the review of the submission and shall be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which intended.

4.10.3 Before submission of each shop drawing or sample, the Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and shall have reviewed or coordinated each shop drawing or sample with other shop drawings and samples and with the requirements of the Work and the Contract Documents.

4.10.4 At the time of each submission the Contractor shall give the Owner's Representative specific written notice of each variation that the shop drawings or samples may have from the requirements of the Contract Documents and, in addition, shall cause a specific notation of each such variation to be made on each shop drawing or sample submitted.

4.10.5 Review of shop drawings or samples by the Owner's Representative or Design Professional shall not relieve the Contractor from responsibility for any variation from the requirements of the Contract Documents unless the Contractor has by prior written notice called the Owner's Representative's attention to each variation at the time of submission as required by paragraph 4.10.4 and the Owner's Representative has given written acknowledgment of each such variation incorporated into or accompanying the shop drawing or sample approval. No review by the Owner's Representative or Design Professional shall relieve the Contractor from responsibility for errors or omissions in the shop drawings.

4.10.6 The Owner's Representative shall endeavor to have the shop drawings and submittals that have been reviewed by the Design Professional returned to the Contractor not later than fourteen (14) days after the date of submission to the Owner's Representative.

4.10.7 Where a shop drawing or sample is required by the specifications, any related Work performed prior to the Owner's Representative's review of the pertinent submittal shall be the sole risk, expense and responsibility of the Contractor.

4.10.8 Shop drawings, in any part, in any form or in any stage of submittal, review or approval shall not constitute Contract Documents or parts thereof.

4.10.9 Submittals of shop drawings and samples shall be accompanied by the form provided by the Owner's Representative.

#### 4.11 Use of Site

4.11.1 The Contractor shall confine construction operations, equipment, storage of materials and equipment and the activities of workers to the Project site, land and areas identified in and permitted by the Contract Documents and other land and areas permitted by law and regulations, rights-of-way, permits and easements and shall not unreasonably encumber the Project site with construction equipment or other materials or equipment. The Contractor shall assume full responsibility for any damage to any such land, area, owner, contractor, third party or occupant thereof or of any land or areas contiguous thereto resulting from the performance of the Work.

4.11.2 The Contractor shall not load or permit any part of any structure to be loaded in any manner that shall endanger the structure. The Contractor shall not subject any part of the Work or adjacent property to stresses or pressures that shall endanger it.

#### 4.12 Cutting and Patching of Work

4.12.1 The Contractor shall do all cutting, fitting and patching of the Work as may be required to make its several parts come together properly and integrate with such other work done by others. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and shall only cut or miter their work with the written consent of the Owner's Representative and the others whose work shall be affected.

#### 4.13 Cleaning up

4.13.1 During the progress of the Work the Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, the Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, machinery and surplus materials and shall leave the site clean and ready for occupancy. The Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

4.13.2 If the Contractor fails to clean up during the prosecution of or upon completion of the Work, the Owner's Representative may do so as provided in paragraph 6.3 and the cost thereof shall be charged to the Contractor.

#### 4.14 Communications

4.14.1 The Contractor shall forward all communications to the Owner's Representative.

#### 4.15 Patent Fees and Royalties

4.15.1 The Contractor shall pay all license fees and royalties for the use of proprietary materials related to or necessary for the Work and assume all costs incident to the use thereof in the performance of the Work or the incorporation in the Work, including the use of any invention, design, process, product or device that is the subject of letters patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of the Owner, Owner's Representative or Design Professional, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be specified in the Contract Documents.

#### 4.16 Indemnification

4.16.1 The Contractor shall indemnify and hold harmless the Owner, Owner's Representative, Design Professional, other contractors and their consultants, agents and employees from and against all losses, claims, demands, suits, damages, including consequential damages and damages resulting from personal injury or damage to property, costs, expenses and fees, including attorneys' and consultants' fees arising out of or resulting from the performance or failure of the Work, provided that the same are caused in whole or in part by wrongful acts or omissions of the Contractor, employee, subcontractor, person or organization for whose acts the Contractor is responsible under the Contract Documents.

4.16.2 In any and all claims against the Owner, Owner's Representative or Design Professional or any of their consultants, agents or employees by any employee of Contractor, any subcontractor or any person or organization employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 4.16.1 shall not be limited in any way by limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, any such subcontractor, other person or organization under Workers' Compensation laws, disability benefit acts or other employee benefit acts.

4.16.3 To the extent permitted by law, the indemnity provided in paragraph 4.16.1 shall apply regardless of whether or not such claims, demands, suits, damages, costs, expenses and fees are caused in whole or in part by any person indemnified hereunder.

#### 4.17 Persons Authorized to Sign Documents

4.17.1 The Contractor shall, within five (5) days after the receipt of a notice to proceed or the effective date of this Contract, whichever occurs first, file with the Owner's Representative a list of all persons who are authorized to sign documents such as contracts, certificates and affidavits on behalf of the Contractor and to fully bind the Contractor to all conditions and provisions of such documents, except that in the case of a corporation, the Contractor shall file with the Owner's Representative a certified copy of a resolution of the Board of Directors of the corporation in which are listed the names and titles of those personnel who are authorized to sign documents on behalf of the corporation and to fully bind the corporation to all the conditions and provisions of such documents.

#### 4.18 Tests and Inspections

4.18.1 The Contractor shall give the Owner's Representative timely notice of readiness of the Work for all required inspections, tests or approvals.

4.18.2 If laws or regulations of any public body having jurisdiction require any Work or part thereof to specifically be inspected, tested or approved, the Contractor shall assume full responsibility therefor, shall

pay all costs in connection therewith and shall furnish the Owner's Representative the required certificates of inspection, testing or approval. The Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the Owner's Representative's acceptance of proposed alternate suppliers of materials or equipment proposed to be incorporated in the Work or of alternate materials or equipment submitted for approval prior to the Contractor's purchase thereof for incorporation in the Work.

4.18.3 All inspections, tests or approvals other than those required by laws or regulations of any public body having jurisdiction shall be performed by organizations acceptable to the Owner's Representative.

4.18.4 Neither observations by the Owner's Representative nor inspections, tests or approvals by others shall relieve the Contractor from its obligations to perform the Work in accordance with the Contract Documents.

4.18.5 Inspections or testing performed exclusively for the Contractor's convenience shall be the sole responsibility and cost of the Contractor.

#### 4.19 Physical Conditions and Facilities Affecting the Work; Existing Facilities

4.19.1 The Contractor shall determine and fully acquaint itself with the type and location of the Work and the conditions and facilities that may affect the Work, including without limitation those conditions relating to and that may affect: the transportation, handling, delivery and storage of materials; the availability of labor; the availability of water and electricity; the availability, condition and use of roadways and other access ways to the Work; weather conditions; surface and subsurface physical conditions; the type and location of surface and subsurface physical conditions; the type and location of surface and subsurface utility lines at the project site and those adjacent to the project site; other contracts to be entered into by the Owner's Representative relating to the Project that may affect the Work and require coordination and scheduling efforts by the Contractor; and the type, availability and storage of equipment for use in performing the Work. The Contractor shall determine and fully acquaint itself with all regulations, codes, ordinances and provisions of law which affect the Work.

4.19.2 The information and data shown or indicated in the Contract Documents with respect to existing subsurface and adjacent subsurface facilities at or contiguous to the site is based on information and data furnished to the Owner, Owner's Representative or Design Professional by the owners of such underground facilities or by others. The Owner, Owner's Representative and Design Professional shall not be responsible for the accuracy or completeness of any such information or data.

4.19.3 If an underground facility was not shown or indicated in the Contract Documents and was not a facility as to which a contractor could reasonably have been expected to have been aware and the underground facility is uncovered or revealed at or contiguous to the site, the Contractor shall promptly, after becoming aware thereof and before performing any Work affected thereby, except in an emergency as permitted by paragraph 9.1.3, identify the Owner of such underground facility and give written notice thereof to that Owner and to the Owner's Representative. The Owner's Representative shall promptly review the underground facility and consult with the Design Professional to determine the extent to which the Contract Documents should be modified to reflect and document the existence of the underground facility. The Contract Documents shall be modified or supplemented to the extent necessary. During such time, the Contractor shall be responsible for the safety and protection of such underground facility as provided in Article 9. The Contractor shall be entitled to an equitable adjustment in the contract price in accordance with the provisions of Article 11 and an extension of the contract time in accordance with the provisions of Article 7 to the extent that they are attributable to the existence of any underground facility

that was not shown or indicated in the Contract Documents and of which the Contractor could not reasonably have been expected to have been aware. Approval by the Owner's Representative of an equitable adjustment and time extension is a condition precedent to the Contractor's entitlement to an equitable adjustment and time extension.

4.19.4 The Contractor shall rely upon the accuracy of the technical data contained in reports of explorations and tests of subsurface conditions at the site that have been used in preparation of the Contract Documents and have been furnished to the Contractor.

4.19.4.1 If the Contractor believes that:

4.19.4.1.1 Any technical data on which the Contractor is entitled to rely is inaccurate; or

4.19.4.1.2 Any physical condition uncovered or revealed at the site differs materially from that indicated or referred to in the Contract Documents, the Contractor shall promptly, after becoming aware thereof and before performing any Work in connection therewith, except in an emergency as permitted by paragraph 9.1.3, notify the Owner's Representative in writing about the inaccuracy or difference.

4.19.4.2 The Owner's Representative shall review the pertinent conditions, and determine the necessity of obtaining additional explorations or tests with respect thereto.

4.19.4.3 If the Owner's Representative concludes that there is a material difference from that indicated or referred to in the Contract Documents or that there exist physical conditions of which the Contractor could not reasonably have been expected to have been aware, the Contractor shall be entitled to an equitable adjustment in the contract price in accordance with the provisions of Article 11 and an extension of the contract time in accordance with the provisions of Article 7. Approval by the Owner of an equitable adjustment and time extension is a condition precedent to the Contractor's entitlement to an equitable adjustment and time extension.

## **ARTICLE 5 - SUBCONTRACTORS**

### **5.1 Award of Subcontracts for Portions of the Work**

5.1.1 The Contractor shall not employ any subcontractor, supplier or other person or organization against whom the Owner's Representative may have reasonable objection. The Contractor shall not be required to employ any subcontractor, supplier or other person or organization to furnish or perform any of the Work against whom the Contractor has reasonable objection.

5.1.2 When the Contract Documents require the identity of certain subcontractors, suppliers or other persons or organizations, including those who are to furnish the principal item of materials and equipment, to be submitted for acceptance to the Owner's Representative prior to the effective date of the Contract and if the Contractor has submitted a list thereof in accordance with the Contract Documents, the Owner's Representative's acceptance, in writing, of any such subcontractor, supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case the Contractor shall submit an acceptable substitute. No acceptance by the Owner's Representative of any such subcontractor, supplier or other person or organization shall constitute a waiver of any right of the Owner's Representative to reject defective Work.

5.1.3 The Contractor shall be fully and solely responsible to the Owner's Representative for all acts and omissions of the subcontractors, suppliers and other persons and organizations performing or furnishing

any of the Work under a contract with the Contractor, just as the Contractor is responsible for the Contractor's own acts and omissions.

5.1.4 All Work performed for the Contractor by a subcontractor shall be pursuant to an appropriate agreement between the Contractor and the subcontractor that specifically binds the subcontractor to the applicable terms and conditions of the Contract Documents and contains waiver provisions as required by paragraph 10.5. The Contractor shall pay each subcontractor a just share of any insurance monies received by the Contractor on account of losses under policies issued pursuant to paragraph 10.1 and 10.2.

5.1.5 Nothing contained in the Contract Documents is intended to create, nor shall it create, any contractual relationship between the Owner, the Owner's Representative, the Design Professional or any of their agents, employees or representatives and any subcontractor except as may be expressly set forth in writing between any of such parties.

## **ARTICLE 6 - WORK BY THE OWNER'S REPRESENTATIVE OR BY SEPARATE CONTRACTORS**

### **6.1 The Owner's Representative's Right to Have Work Performed and to Award Separate Contracts**

6.1.1 The Owner's Representative may perform other work related to the Project at the site with the Owner's Representative's own forces, have other work performed by utility companies and award other contracts therefor. If the fact that such other work to be performed was not noted in the Contract Documents, written notice thereof shall be given to the Contractor prior to the Owner's Representative or such other parties starting any such other work.

6.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term "other contractors" or "another contractor" shall mean the contractor who executes each separate Owner's Representative-Contractor Contract.

### **6.2 Mutual Responsibility**

6.2.1 The Contractor shall afford each other contractor who is a party to a direct contract with the Owner's Representative as well as the Owner's Representative's employees proper and safe access to the site of the Contractor's Work and a reasonable opportunity for the introduction and storage of materials and equipment necessary for the execution of such work, and shall properly coordinate the work with the Contractor's own Work. The Contractor shall ensure that its performance of the Work does not disrupt or in any way inhibit the performance of any other contractor on the Project site.

6.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of any other contractor or the Owner's Representative, the Contractor shall inspect and promptly report to the Owner's Representative in writing any delays, defects or deficiencies in such Work that render it unavailable or unsuitable for such proper execution and results. The Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with the Contractor's Work, except for latent defects in the other work.

6.2.3 If the Contractor causes damage to the Work or property of the Owner's Representative or to other facilities on the site, the Contractor shall promptly remedy such damage.

6.2.4 If the Contractor causes damage to the work, property or person of any other contractor or if any claim arising out of the Contractor's performance of the Contractor's Work is made by any other contractor

against the Contractor, Owner, Owner's Representative, Design Professional or any other person, the Owner's Representative will inquire into the matter and, if appropriate or necessary, will instruct the Contractor to promptly correct or remedy such damage at the Contractor's sole cost and expense.

### 6.3 The Owner's Representative's Right to Perform Disputed Work

6.3.1 If a dispute exists between the Contractor and other contractors as to their respective responsibility for cleaning up pursuant to paragraph 4.13 or their respective responsibility to perform cutting, filling, excavating or patching as required by paragraph 4.12, the Owner's Representative may perform such work and charge the cost thereof to one or more contractors, including the Contractor, responsible therefor in amounts that the Owner's Representative determines to be equitable.

## ARTICLE 7 - TIME

### 7.1 Definitions

7.1.1 The contract time ("contract time") is the period of time allotted in the Contract Documents for completion of the Work as defined herein, including authorized adjustments thereto.

7.1.2 A "day" is a calendar day of twenty four (24) hours measured from midnight of one day to midnight of the following day. When any period of time is referred to in the Contract Documents in terms of days, such period of time shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday, Sunday, or on legal holiday observed by the Owner, such day shall be omitted from the computation.

7.1.3 The contract time shall commence on the date specified in the Notice to Proceed for commencement of the Work or, if such date is not specified, the contract time shall commence on the date of the Contract.

7.1.4 The Contractor shall commence the Work within seven (7) days after the date when the contract time commences.

7.1.5 The date of substantial completion of the Work is the date determined by the Owner's Representative when the Work is sufficiently complete in accordance with the Contract Documents to enable the Owner to fully occupy and use the Work or designated portion thereof for the use for which such Work is intended with all of the Project's parts and systems operable as required by the Contract Documents. Only incidental corrective work and final cleaning, if required, beyond cleaning needed for the Owner's full use may remain for final completion.

7.1.6 The date of final completion of the Work is the date determined by the Owner's Representative in consultation with the Design Professional when all Work is complete, accessible, operable and usable by the Owner and all parts, systems and site work are one hundred (100%) percent complete and cleaned for the Owner's full use and all drawings, certificates, bonds, guarantees and documents required by the Contract Documents have been provided to the Owner's Representative by the Contractor.

### 7.2 Progress and Completion

7.2.1 All time periods, limits, and dates stated in the Contract Documents are OF THE ESSENCE to the Contract.



7.2.2 The Contractor shall perform the Work expeditiously in accordance with the Master Schedule for the Project and the Contractor's Construction Schedule specified in paragraph 7.2.5 with adequate, trained forces and shall achieve substantial completion and final completion within the times stated in the Contract Documents.

7.2.3 Within seven (7) days after the date established for the commencement of the Work, the Contractor shall submit to the Owner's Representative for review and approval:

7.2.3.1 A preliminary schedule which conforms to the milestone dates set out in the Master Schedule for the Project stating the start and completion dates of the various stages of the Work;

7.2.3.2 A preliminary schedule of submittals;

7.2.3.3 A schedule of values for all of the Work, including quantities and prices of items aggregating the contract price and subdividing the Work into component parts in sufficient detail to serve as the basis for determining progress during construction and to serve as a basis for a cost-loaded schedule. Such prices shall include the amount of overhead and profit applicable to each item of Work; and

7.2.3.4 This price and schedule submittal shall be the basis for the Contractor's Construction Schedule submittal specified in paragraph 7.2.5.

7.2.4 Prior to the commencement of the Work by the Contractor, a conference shall be held between the Contractor and the Owner's Representative to discuss the Construction Schedule for the Work, procedures for handling shop drawings and other submittals, the procedure for processing applications for payment, contract administration procedures, and communications between and among the parties.

7.2.5 The Contractor shall submit to the Owner's Representative the Contractor's Construction Schedule before submission of the first application for payment. The Contractor's Construction Schedule shall be submitted to the Owner's Representative for review and approval. The Construction Schedule shall provide an orderly progression of the Work to completion within the specified milestones and the contract time, but acceptance by the Owner's Representative shall neither impose on the Owner's Representative responsibility for the progress or scheduling of the Work nor relieve the Contractor from full responsibility for timely completion of the Work. The Construction Schedule shall be prepared in a critical path method format, shall be prepared such that no activity has a duration of more than ten (10) days, shall have the critical path clearly indicated and shall have the total contract price allocated among the schedule activities such that progress payments may be computed accurately from any updates to the critical path schedule. Each of the Contractor's activities shall be allocated a price and the sum of the price of the activities shall equal the total contract price. The schedule of shop drawing submittals shall be incorporated into the schedule and shall have the appropriate prices allocated to the shop drawing preparation activities. In addition to a graphic plot of the schedule, the Construction Schedule shall include reports sorting and listing the activities in order of increasing float by early start dates and by late start dates. The Contractor shall secure the Owner's Representative's approval of the scheduling system prior to beginning preparation of the Construction Schedule.

7.2.6 The Owner's Representative shall provide the Contractor with the results of its review of the proposed Construction Schedule. The Contractor shall revise the Construction Schedule as required by the Owner's Representative and promptly re-submit the Construction Schedule for approval. No progress payments shall be processed or paid until the Contractor's Construction Schedule has been properly prepared, submitted and approved by the Owner's Representative.

7.2.7 The Contractor shall submit to the Owner's Representative monthly schedule reports indicating the current status of the Work and incorporating into the Construction Schedule all change orders. The reports may include an adjustment to the Contractor's Construction Schedule, provided that any adjustments shall conform to the Master Schedule and, additionally, shall indicate any revised sequence of the Work as may be necessary to meet specific milestone or final completion dates. No changes in activity price allocations shall be permitted.

7.2.8 Adjustments to the Contractor's Construction Schedule, sequence and float in the schedule when made shall be for the benefit of the Project and its completion in accordance with the Contract Document.

7.2.9 The Contractor represents to the Owner's Representative that the Contractor shall:

7.2.9.1 Prepare documents for its planning, scheduling, and coordination of the Work that are feasible and realistic; and

7.2.9.2 Prepare schedules, updates, revisions and reports that accurately reflect the Contractor's actual intent and reasonable expectations as to the sequences of activities, the duration of activities, the responsibility for activities, productivity or efficiency, expected weather conditions, the value associated with the activity or grouping of activities, completion of any item of Work or activity, projected actual project completion, delays or problems encountered or expected and specified float time.

### 7.3 Delays and Extensions of Time

7.3.1 The contract time may only be changed by a change order. Any request for an extension or shortening of the contract time shall be based on written notice delivered by the Contractor to the Owner's Representative promptly, but in no event later than twenty (20) days after the beginning of the occurrence of the event giving rise to the request and stating the general nature of the request. Notice of the extent of such request with supporting data shall be delivered within thirty (30) days after the end of such occurrence and shall be accompanied by a written statement that the adjustment requested is the entire adjustment resulting from the occurrence of the event. The supporting data shall include an analysis showing the actual impact of the event on the Construction Schedule and the Master Schedule. No adjustments in the contract time shall be allowed if the event did not directly impact the critical path. No request for an adjustment in the contract time shall be valid unless it is submitted in accordance with the requirements of this paragraph.

7.3.2 The contract time shall be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a claim is made therefor as provided in paragraph 7.3.1 and on condition that the Owner's Representative is granted a time extension by the Owner. The Contractor shall be entitled to a time extension only to the extent granted by the Owner and as deemed necessary by the Owner's Representative. The Contractor shall not be in default of this Contract if it is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of severe weather conditions, natural disasters, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, enactment of law, rule or regulation or change in existing laws, rules or regulations which prevent the Contractor from being able to perform its obligations under this Contract, or actions by other persons beyond the exclusive control of the Contractor. If the Contractor becomes aware that a hindrance or delay has occurred, it shall give prompt written notice to the Owner's Representative of the nature of such hindrance or delay, its effect upon the Contractor's ability to perform under this Contract, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on the Contractor's performance. Notwithstanding notification of

a claim of hindrance or delay by the Contractor, such request shall not affect, impair or excuse the Contractor from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of other contractors. The occurrence of a hindrance or delay properly documented to and accepted by the Owner's Representative and/or the Owner, as the case may be, may constitute a change in the scope of service, and may result in the need to adjust the contract price or contract time in accordance with the terms of this Agreement.

7.3.3 As to the Contractor's request for adjustment in the contract time on account of severe weather, the time will not be adjusted for normal inclement weather. Unless the Contractor can substantiate to the satisfaction of the Owner's Representative that there was greater than normal inclement weather considering the full term of the contract time and using a ten-year average of accumulated record mean values from climatological data compiled by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration for the location of the Project, and that such alleged greater than normal inclement weather actually delayed the Work or portions thereof which had an effect upon the contract time, the Contractor shall not be entitled to an extension of time. If the total accumulated number of calendar days lost due to inclement weather from the start of work until final completion exceeds the total accumulated number to be expected for the same period from the aforesaid data and the Owner grants the Contractor a time extension, the time for completion of the Work shall be extended by the appropriate number of calendar days.

#### 7.4 Responsibility for Completion

7.4.1 The Contractor shall furnish such employees, materials, facilities and equipment and shall work such hours, including extra shifts, overtime operations, Saturdays, Sundays and holidays as may be necessary to ensure the prosecution and completion of the Work in accordance with the Contractor's Construction Schedule. If the Work is not being performed in accordance with the Contractors' Construction Schedule and it becomes apparent to the Owner's Representative that the Work will not be completed within the contract time, the Contractor agrees that it shall, as necessary to improve its progress, voluntarily take or comply with the Owner's Representative's direction to take some or all of the following actions, at the Contractor's sole cost and expense:

7.4.1.1 Increase the number of employees in such trades as necessary to regain lost schedule progress;

7.4.1.2 Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment or any combination of the foregoing to regain lost schedule progress.

7.4.2 In addition, the Owner's Representative may require the Contractor to prepare and submit a recovery schedule demonstrating the Contractor's program and proposed plan to regain lost schedule progress and to ensure completion of the Work within the contract time. If the Owner's Representative finds the proposed plan unacceptable, the Owner's Representative may require the Contractor to submit a new plan. If either the actions taken by the Contractor or the second proposed plan are not satisfactory, the Owner's Representative may require the Contractor to take any of the actions set forth in paragraph 7.4.1 at the sole cost and expense of the Contractor and without additional cost to the Owner.

7.4.3 Failure of the Contractor to substantially comply with the requirements of this paragraph 7.4 may be considered grounds for a determination by the Owner's Representative, pursuant to paragraph 13.3.1.6, that the Contractor has failed to prosecute the Work with such diligence as shall ensure its completion within the time specified.

## ARTICLE 8 - PAYMENTS AND COMPLETION

## 8.1 Contract Price

8.1.1 The contract price is stated in this Contract and, including authorized change orders thereto, is the total amount payable by the Owner to the Contractor for the performance of the Work specified by the Contract Documents.

## 8.2 Price Allocation to the Schedule

8.2.1 Once accepted by the Owner's Representative, the allocations of prices to the schedule activities specified in paragraph 7.2.5 shall not be changed as part of the schedule revision process without the prior written approval of the Owner's Representative.

## 8.3 Applications for Payment

8.3.1 At least five (5) days before the submission of each application for payment, but not more often than once a month, the Contractor shall submit to the Owner's Representative a report documenting the status of the Work as of the date of the application for payment and shall be accompanied by such supporting documentation as required by the Contract Documents and the Owner's Representative. The Contractor shall cooperate with the Owner's Representative in preparing construction schedule reports comparing actual progress with scheduled progress. Progress payments shall be based on the construction schedule reports. The cost of partially-completed activities shall be determined by multiplying the value of the partially-completed activity by the percentage the activity is complete. If some of the payment is requested based on materials, equipment or supplies stored off-site, the Owner's Representative may require that the application be accompanied by bills of sale, invoices or other documentation including lien waivers evidencing to the Owner's Representative that all materials and equipment utilized in the Work are free and clear of all liens, charges, security interests and encumbrances that are hereinafter referred to as "liens" and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the Owner's interest therein, all of which shall be in compliance with the Contract Documents and satisfactory to the Owner's Representative. The amount of retainage with respect to progress payments shall be as stipulated in the Contract Documents.

8.3.2 The Contractor warrants and guarantees that title to all work, materials and equipment covered by any application for payment, whether incorporated in the Project or not, shall pass to the Owner free and clear of all liens no later than the time such progress payment is made.

8.3.3 The Owner's Representative shall determine the actual quantities and classifications of unit price work performed by the Contractor. The Contractor shall review the Owner's Representative's preliminary determinations of such quantities. The Owner's Representative's determination thereof shall be final and binding upon the Contractor unless, within five (5) days after the date of any such decision, the Contractor delivers to the Owner's Representative written notice of intention to appeal the determination.

8.3.4 The Contractor shall ensure that each subcontractor understands and expressly agrees that payments by the Owner to the Contractor for any Work performed by the subcontractor is an express condition precedent to any payment by the Contractor to the Subcontractor and that the Contractor is under no obligation to make any partial, final or retainage payments to the subcontractor until and unless the Contractor has been paid by the Owner. The Contractor shall further ensure that each subcontractor understands and expressly agrees that the liability of the surety on Contractor's payment bond, if any, for payment to the subcontractor is subject to the same conditions precedent as are applicable to Contractor's liability for payment to subcontractor.

#### 8.4 Certificates for Payment

8.4.1 In consultation with the Design Professional, the Owner's Representative shall, within five (5) days after receipt of each application for payment, either indicate in writing a recommendation of payment and present the application to the Owner or return the application to the Contractor indicating in writing the reasons for rejected payment. In the latter case, the Contractor shall make the necessary corrections and resubmit the application.

#### 8.5 Progress Payments

8.5.1 The Owner shall make progress payments on account of the contract price on the basis of the Contractor's applications for payment as recommended by the Owner's Representative and approved by the Building Committee.

8.5.2 The Contractor shall promptly pay each subcontractor, including suppliers, laborers and materialmen performing labor or furnishing material incorporated into the Work upon receipt of payment from the Owner the amount to which the subcontractor, laborer or materialmen is entitled, reflecting the percentage actually retained, from payments made to the Contractor on account of such work. The Contractor shall, by an appropriate agreement with each subcontractor, also require each subcontractor to make payments to the subcontractor's subcontractors in similar manner.

8.5.3 The Owner's Representative may, on request and at the Owner's Representative's sole discretion, furnish to any subcontractor of the Contractor, if practicable, information regarding the percentage of completion or the amounts applied for by the Contractor and the action taken thereon by the Owner's Representative on account of Work done by such subcontractor.

8.5.4 The Owner shall have no obligation to pay or to see to the payment of any monies to any subcontractor, except as may otherwise be required by law.

8.5.5 No certificates for payment, progress payments, or partial or entire use or occupancy of the Project by the Owner shall constitute an acceptance of any Work that is not in conformance with the Contract Documents.

#### 8.6 Payments Withheld

8.6.1 The Construction-Manager may decline to certify payment and the Owner may decline to pay the Contractor, or, because of subsequent observations, the Owner's Representative may nullify the whole or any part of any certificate of payment previously issued, to such extent as may be necessary in its opinion to protect the Owner because of:

8.6.1.1 Defective work not remedied;

8.6.1.2 Third party claims filed or reasonable evidence indicating probable filing of such claims;

8.6.1.3 Failure of the Contractor to make payments properly to subcontractors for labor, materials or equipment;

8.6.1.4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the contract price;

8.6.1.5 Damage to the Owner, Owner's Representative or another contractor;

8.6.1.6 Failure to comply with the Owner's Schedule;

8.6.1.7 Failure to perform the Work in accordance with the Contract Documents;

8.6.1.8 Liens filed or asserted or reason to believe it is probable a lien shall be filed or asserted for any portion of the Work; or

8.6.1.9 Claims filed or asserted against the Contractor or reasonable evidence indicating probable filing or assertion of claims.

8.6.1.10 Failure to issue Certified Payroll to the Owner's Representative on time

8.6.1.11 Failure to issue Monthly Utilization Reports to Owner's Representative on time

8.6.1.12 Not Used

8.6.1.13 Failure to issue Daily Reports to the Owner's Representative on time

8.6.1.14 Failure to issue all MBWE forms to the Owner's Representative on time

8.6.2 When the circumstances in paragraph 8.6.1 are removed to the satisfaction of the Owner and the Owner's Representative, payment shall be made for amounts withheld because of them.

## 8.7 Substantial Completion

8.7.1 When the Contractor considers the entire Work ready for its intended use by the Owner, the Contractor shall notify the Owner's Representative in writing that the Contractor considers the Work to be substantially complete and request that the Owner's Representative issue a certificate of substantial completion. Within a reasonable time thereafter, the Owner, Contractor, Design Professional and Owner's Representative shall make an inspection of the Work to determine the status of completion. If, in consultation with the Design Professional, the Owner's Representative does not consider the Work substantially complete, the Owner's Representative shall notify the Contractor in writing giving the reasons therefor. If, in consultation with the Design Professional, the Owner's Representative considers the Work substantially complete, the Owner's Representative shall prepare and deliver to the Contractor a certificate of substantial completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment ("punch list"). The Contractor shall be allowed reasonable access to complete or correct items on the punch list. At the time of delivery of the certificate of substantial completion, the Owner's Representative shall deliver to the Contractor a written recommendation as to the Contractor's responsibilities pending final payment with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Such recommendation shall be binding on the Contractor until final payment.

## 8.8 Partial Use

8.8.1 Use by the Owner of any finished part of the Work that has specifically been identified in the Contract Documents or which the Owner, the Owner's Representative and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by the Owner without significant interference with the Contractor's performance of the remainder of the Work, may be accomplished prior to

substantial completion of all the Work. The Owner's Representative at any time may request the Contractor in writing to permit the Owner to use any such part of the Work. Within a reasonable time after such request, the Owner, the Contractor and the Owner's Representative shall make an inspection of that part of the Work to determine its status of completion.

8.8.1.1 If the Owner's Representative determines that the part of the Work to be used is substantially complete, the provisions of paragraphs 8.7.1 shall apply with respect to a certificate of substantial completion for that part of the Work, the division of responsibility with respect thereto, and access thereto.

8.8.1.2 If the Owner's Representative determines that the part of the Work to be used is not substantially complete, the Owner's Representative and the Design Professional shall finalize a list of items to be completed or corrected and shall deliver the list to the Contractor, together with a written recommendation as to the division of responsibilities pending final completion with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work that shall become binding upon the Contractor at the time when the Owner takes over such operation. During such operation and prior to substantial completion of such part of the Work, the Contractor shall be allowed access to complete or correct items on of the List and to complete other related Work.

8.8.1.3 No occupancy or separate operation of part of the Work shall be accomplished prior to compliance with the requirements of paragraph 10.7.1 in respect of property insurance.

## 8.9 Final Inspection

8.9.1 In consultation with the Design Professional, the Owner's Representative shall determine when the Work is finally complete. Upon written notice from the Contractor that the entire Work or an agreed portion thereof is complete, the Owner's Representative and the Design Professional shall make a final inspection with the Owner and Contractor and shall notify the Contractor in writing of all items determined to be incomplete or defective. The Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

## 8.10 Final Application for Payment

8.10.1 After the Contractor has completed all Work to the satisfaction of the Owner's Representative and has delivered all maintenance and operating instruction manuals, schedules, guarantees, bonds, certificates of inspection, marked-up record documents and other documents required by the Contract Documents, and after the Owner's Representative has indicated that the Work is acceptable, the Contractor may make application for final payment following the procedure for progress payments. The final application for payment shall be accompanied by all documentation required by the Contract Documents, together with complete and legally effective releases or waivers of all liens arising out of or filed in connection with the Work.

## 8.11 Final Acceptance and Payment

8.11.1 On the basis of the Owner's Representative's and Design Professional's observation of the Work during construction, final inspection, the Owner's Representative's review of the final application for payment and accompanying documentation required by the Contract Documents, the Owner's Representative's satisfaction that the Work has been completed, and the Contractor's other obligations under the Contract Document have been fulfilled, the Owner's Representative shall, within ten (10) days after receipt of the final application for payment, indicate in writing a recommendation of payment, present the application to the Owner for payment and issue a certificate of final completion

## 8.12 The Contractor's Continuing Obligations

8.12.1 The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither the recommendation of any progress or final payment by the Owner's Representative, nor issuance of a certificate of substantial or final completion, nor any payment by the Owner to the Contractor, nor any use or occupancy of the Work or any part thereof by the Owner's Representative or Owner, nor any act of acceptance by the Owner or the Owner's Representative, nor any review and approval of a shop drawing or sample submission shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of the Contractor from its obligation to perform the Work in accordance with the Contract Documents.

## 8.13 Waiver of Claims

8.13.1 The making and acceptance of final payment shall constitute the following:

8.13.1.1A waiver of all claims by the Owner against the Contractor from defective Work appearing after final inspection pursuant to paragraph 8.9.1 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein. However, it shall not constitute a waiver by the Owner of any rights in respect of the Contractor's continuing obligations under the Contract Documents; and

8.13.1.2A waiver of all claims by the Contractor against the Owner.

## **ARTICLE 9 – SAFETY AND LOSS PREVENTION**

### 9.1 Safety and Protection

9.1.1 The Contractor shall be solely responsible for initiating, implementing, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

9.1.1.1 All employees on the Project site and other persons and organizations that may be affected by the Contractor's activities or the Work;

9.1.1.2 All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

9.1.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

9.1.2 The Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss and shall erect and maintain necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the Work may affect them and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be



liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and the Owner's Representative has issued a notice of final completion to the Contractor.

9.1.3 In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Owner's Representative, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Owner's Representative prompt written notice if the Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby.

9.1.4 The Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to and accepted by the Owner's Representative.

## ARTICLE 10 – INSURANCE

### 10.1 Owner's Insurance Program

This section is deleted without substitution.

### 10.2 Contractor Insurance Program

The Contractor must provide the insurance coverage set forth in the Contractor Insurance Program which must apply on an on-site and off-site basis.

Prior to commencement of any Work under this Contract and until all obligations under this Contract are fulfilled, the Contractor and each and every subcontractor of the Contractor shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Owner **at least two (2) weeks** prior to the commencement of the Work under this Contract, certificates of insurance evidencing same and reflecting the effective date of such coverage, as follows:

The term "Contractor" and/or "subcontractor" as used in this paragraph 10.2 shall mean and include contractors and subcontractors of every tier.

10.2.1 Worker's Compensation & Occupational Disease Insurance in accordance with the applicable law or laws:

#### Coverage A - Statutory Benefits

Liability imposed by Workers' Compensation and/or Occupational Disease Laws of the State of Connecticut and any other Governmental Authority having jurisdiction for the work performed at the Project Site.

#### Coverage B - Employer's Liability

Limits of \$1,000,000 bodily injury per accident/employee; \$1,000,000 bodily injury per disease/employee; \$1,000,000 policy by disease.

#### Extensions of

- Coverage -
- Other States Endorsement
  - Voluntary Compensation \*\*
  - United States Longshoreman's & Harborworker's Act \*\*
  - Jones Act \*\*

\*\* To be included if exposure exists

Within two (2) days of any injury or illness to any employee of the Contractor arising out of, or alleged to have arisen out of or during the course of Work performed on the Project or at the Site, the Contractor shall provide a copy of the "Employer's First Report of Injury" or its equivalent to the Owner or the Owner's representative.

10.2.2 Commercial General Liability Insurance (which may include in part Excess Liability Insurance) with a combined Bodily Injury and Property Damage limit of not less than Two Million (\$2,000,000.00) Dollars per occurrence and in the aggregate. Coverage must include the following perils (The limit may be provided through a combination of Primary and Umbrella/Excess Liability policies acceptable to Owner.):

Blanket Contractual Liability for liability assumed under this Contract.

Completed Operations/Products Liability with a three (3) year non-cancelable extension beyond completion and acceptance of the Project.

Broad Form Property Damage

"XC&U" Perils, where applicable.

Personal Injury Liability (A, B & C).

Independent Contractors.

Additional Insured Endorsement (CG2010 or its equivalent) must be furnished reflecting the inclusion of the interests of all Indemnitees and their respective agents, consultants, principals, partners, servants, officers, stockholders, directors and employees of each and all other Indemnitees named in the Contract and such other entities as may be designated by Owner as Additional Insureds.

Coverage is to be endorsed to reflect that the insurance provided is to be primary for the Owner, and all other Indemnitees named in this Contract.

Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to do business in the State of Connecticut and having a Moody's Bests rating of A +15 or otherwise acceptable to the Owner.

10.2.3 Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned and Hired Vehicles with a combined Bodily Injury and Property Damage Limit of at least Two Million (\$2,000,000) Dollars. (The limit may be provided through a combination of Primary and Umbrella/Excess Liability policies acceptable to Owner.)

10.2.4 Contractor Construction Equipment Insurance

Any policies maintained by the Contractor on its owned and/or rented equipment and materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the Owner, Owner's Agent and all other Indemnitees named in the Contract.

#### 10.2.5 Aviation Insurance

In the event any fixed-wing or rotary wing aircraft are used in connection with this Contract and/or in the performance of the Work, separate insurance requirements provided by Owner shall be set forth in a separate agreement between the parties.

10.2.6 Any type of insurance or any increase of limits of liability not described above which the Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

10.2.7 All of the above Insurance shall:

Provide for a waiver of subrogation in favor of all Indemnitees and all of the parties listed as additional Insureds.

Unless otherwise specified all such insurance shall designate as Additional Insureds the Indemnites and other parties designated by Owner.

10.2.8 The amount of insurance contained in aforementioned insurance coverage shall not be construed to be a limitation of the obligation or liability on the part of the Contractor or any of its subcontractors under the provisions of this Contract or at law.

#### 10.2.9 Contractors Responsibility

The aforementioned coverage in the Contractor Insurance Program outlined in this Section 10.2 as well as any other coverage that Contractor may consider necessary are the Contractor's sole responsibility and any deficiency in coverage or policy limits of the Contractor will be the sole responsibility of the Contractor.

In the event of failure of the Contractor to furnish and maintain said insurance and to furnish satisfactory evidence thereof, such failure shall constitute a breach of this Contract and the Owner shall have the right in addition to any other rights (but not the obligation), to immediately cancel and terminate this Contract without any further costs to Owner or, at Owner's option, to take out and maintain the same for all parties on behalf of the Contractor who agrees to furnish all necessary information relative thereto and to pay the cost thereof to the Owner immediately upon presentation of a bill.

Certificates of Insurance shall specifically cover and quote or make reference to the indemnity provisions within the Contract.

Any type of insurance or any increase in limits of liability not described above which the Contractor requires for its own protection or on account of statute shall be its own responsibility at its own expense.

10.2.10 Contractor hereby waives all rights of recovery, claims, actions or causes of action, against all Indemnites and all other parties designated by Owner, for any loss or damage to property of Contractor which may occur at any time during which the waivers, agreements and permissions referred to in the following sentence are required by such sentence to be in effect to the extent such loss or damage is covered by the insurance described above or would have been covered had Contractor complied with the provisions of such requirements. Any policies obtained by the Contractor on its Owned and/or Rented Equipment and Materials shall contain a provision or be endorsed in a manner requiring the insurance carriers to waive their rights of subrogation or consent to a waiver of right of recovery consistent with the release contained herein against all other parties designated by the Owner.

10.2.11 All deductibles and self-insured retention amounts must be acceptable to and approved in writing by the Owner in advance of commencement of the Work.

10.2.12 Except as otherwise provided, it is expressly agreed and understood that the premium cost for insurance maintained by Subcontractors shall be at their own expense and shall not be reimbursed by Owner.

10.2.13 It is hereby understood that any insurance provided by the Contractor shall be primary insurance and shall not be considered contributory insurance with any insurance policies of the Owner, or any of the other Indemnitees.

10.2.14 Any and all deductibles in the above-described insurance policies shall be assumed by, for the account of and at the Contractor's sole risk, as the case may be.

10.2.15 The Owner may require additional types of insurance. The premiums for such required additional insurance shall be reimbursed by Owner.

10.2.16 Should the Contractor engage a subcontractor for any purpose in connection with the Work, then the Insurance Program and Requirement under this Contract will apply to each subcontractor, and, the subcontractor shall be required to maintain the same coverage and limits of liability set forth herein. **Copies of certificates of insurance for lower-tier subcontractors must be filed with the Owner at least two (2) weeks prior to that subcontractor entering the Site.** Failure to provide evidence of such insurance can result in the subcontractor being directed to leave the Site until proper coverage is verified. Any cost of resulting delay will be to the account of the Contractor.

### 10.3 Premium Audit-Records & Information

This section is deleted without substitution.

### 10.4 Project Safety & Loss Control Requirements

#### 10.4.1 General Statement

10.4.1.1 The Owner has established a primary goal to safely undertake construction activities with a "ZERO" level of accidents, injuries, and claims for the mutual benefit of each trade, employees, environment, Owner, Owner's Agent and the general public. As such, the Contractor and all Subcontractors shall implement measures, which will create a safety awareness that will promote safe work practices at the job site level and pursue objectives in the safest possible manner.

10.4.1.2 This Project shall have safety and loss control requirements and provisions that must be followed by the Contractor and all persons acting on behalf of the Contractor. The Contractor and Subcontractors are required to become fully familiarized with the Project Safety and Loss Control Requirements provided in Section 1420 of the Contract Documents. These Project Safety and Loss Control Requirements are critical to the successful management of loss prevention and will be strictly enforced.

10.4.1.3 Owner reserves the right to impose safety and loss control. Non-compliance with these Project Safety and Loss Control Requirements will be considered the same as non-compliance with any other provisions of this Contract.

10.4.1.4 The intent of the Project Safety and Loss Control Requirements is to enhance and supplement the Safety and Health Standards which are required of each contractor by State and Federal OSHA regulations

which are applicable to Work performed on the Project. As such, to the fullest extent required, **the Contractor shall assume full responsibility for safety in all phases of their work** and agree to comply with applicable Legal Requirements.

10.4.1.5 The Owner's Representative, Owner, its agent or representative reserve the right to "Stop Work" when serious defective conditions, unsafe work activities or life threatening hazards are identified and, if deemed necessary, remove from the Project the Contractor or those employees of the Contractor responsible of blatant, willful, or repeated violations of the Project Safety and Loss Control Requirements. In such cases, the Contractor will assume full liability for any additional cost incurred whether by Owner or the Contractor.

10.4.2 Specific Conditions: The success of the safety program will be realized when accidents are eliminated or at the very least minimized on construction sites. Realizing that success does not happen by chance, a commitment to implementing and enforcing a proactive safety culture from all parties involved is required. Experience has shown that most successful projects have been those in which many of the following conditions have been incorporated into the safety program. These conditions are not intended to be all-inclusive, however, implementation of these conditions will undoubtedly enhance the safety culture of the Project and reduce job site accidents.

10.4.2.1 The Contractor must develop a Job Specific Safety Program (JSSP) for this Project. The JSSP must outline the scope of work for each operation of the Project, the method of construction, any special equipment that will be used to perform this operation (i.e.: scaffolding, cranes, etc.), potential safety exposures to the Contractor's employees and the general public and the types of exposures. The JSSP must also contain the company policy statement regarding safety, program objectives, responsibility of the Contractor's field management personnel regarding safety on the Project, safety training of employees, disciplinary action for violation of safety rules, hazard communication program and general safety and health requirements which state that the Contractor and its Subcontractors shall comply with all Federal, State and local safety requirements as a minimum in addition to any safety requirements set forth by the Owner.

10.4.2.2 Subcontractors shall supply to the Contractor a job task safety analysis. Task analysis shall consist of an outline of the subcontractors scope of work any special equipment involved with its operation (i.e. scaffolding, cranes, etc.), potential safety exposures to its workers and the general public and controls that will be implemented and enforced to control or eliminate these exposures. The Contractor shall forward this task analysis to the Owner's Representative and the Owner or its agent for their review and input.

10.4.2.3 The Contractor shall assign a competent person to oversee and enforce the safety program on this Project. This person does not necessarily have to be a full time safety person, however this person must have a thorough understanding of the JSSP.

10.4.2.4 Prior to the start of the Project, the Contractor shall meet with the Owner's Representative, the Owner and the insurance carrier to review the JSSP and to ensure that the Contractor understands what is expected regarding safety on this Project.

10.4.2.5 The Contractor shall meet with each Subcontractor prior to the start of their operations to review the Subcontractors safety task analysis and to ensure that the subcontractor understands what the Owner expects regarding safety on this project.

10.4.2.6 The Contractor shall conduct weekly safety meetings through its foremen and a representative of each its subcontractors working on the project at that time. Minutes of these safety meetings shall be documented and signed by those in attendance and submitted to the Owner's Representative and the Owner.

10.4.2.7 The Contractor and its subcontractors shall conduct weekly safety “Tool Box” meetings with their respective crews. Copies of the minutes of these meetings shall be submitted to the Contractor and kept in a file for review.

10.4.2.8 **All accidents must be reported.** The contractor whose employee was injured must complete an accident investigation form. This accident investigation form must be submitted to the Owner’s Representative within 24 hours of the accident.

10.4.2.9 This Project will maintain and enforce a 100% fall management program at heights exceeding six (6) feet for all trades including steel erection. There shall be no exception to this requirement. Failure to comply with this requirement will result in the removal of the worker in violation with this requirement. No worker will be allowed to work at heights in excess of 6 feet without either a personal fall arrest system, guardrails or safety net system. If a contractor’s operation involves work at heights in excess of 6 feet, the method of fall management that will be utilized to control this exposure shall be outlined in depth in the JSSP and or task safety analysis.

10.4.2.10 The Contractor and all subcontractors shall complete a pre-qualification questionnaire outlining the company’s safety performance history for the past three years as well as the company’s approach towards safety.

10.4.2.11 Crane picks must be engineered. Plans must indicate the size of the crane, crane set-up, including location of the crane, boom length and radius of the picks, size and weight of the picks and calculations indicating that the load being hoisted is within the safe working area of the cranes load chart.

10.4.2.12 All crane operators must be licensed and certified to operate the crane they are assigned to. This documentation must be presented to the Owner’s Representative prior to commencing the operation.

10.4.2.13 All cranes coming onto the projects must have a through and complete safety inspection checklist accompany the crane on to the project.

10.4.2.14 Motor Vehicle Records must be submitted for all workers on this project who will be driving a company vehicle. Drivers found with a DWI or suspended license will not be allowed to operate a vehicle on this Project.

## ARTICLE 11 - CHANGES

### 11.1 Authorized Variations in Work

11.1.1 The Owner’s Representative may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the contract price or the contract time and which are consistent with the overall intent of the Contract Documents. Notifications of these minor variations

shall be given by the Owner’s Representative to the Contractor who shall promptly perform the Work involved.

### 11.2 Changes in The Work

11.2.1 Without invalidating this Contract and without having to give notice to any surety, the Owner's Representative may at any time or from time to time order additions, deductions, deletions or revisions in the Work. These shall be authorized by a change order. Upon receipt of such document, the Contractor shall promptly proceed with the Work involved which shall be performed under the applicable conditions of the Contract Documents.

11.2.2 The Contractor shall not be entitled to an increase in the contract price or an extension of the contract time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented, except as specifically provided herein. A change order, approved in writing by the Owner, shall be a condition precedent to the Contractor's right to a change in the contract price.

11.2.3 If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents including, but not limited to, contract price or contract time, is required by any surety providing a bond on behalf of the Contractor, the giving of any such notice shall be the Contractor's responsibility and the amount of each applicable bond shall be adjusted accordingly.

### 11.3 Change in the Contract Price

11.3.1 The contract price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor in performing the Work shall be at the Contractor's sole expense without change in the contract price.

11.3.2 The Owner's Representative shall initiate the change order procedure by issuing a request for proposal to the Contractor, accompanied by technical drawings and specifications. The Contractor shall, within the time period stated in the request for proposal, submit to the Owner's Representative for evaluation detailed information concerning the costs and time adjustments, if any, as may be necessary to perform the proposed change order work. When approved by the Owner's Representative, change orders shall be incorporated into the Contractor's Construction Schedule.

11.3.2.1 The contract price may only be changed by a change order. Any request by the Contractor for an increase or decrease in the contract price shall be based on written notice stating the general nature of the request delivered by the Contractor to the Owner's Representative within ten (10) days after the occurrence of the event giving rise to the request. The proposed cost of the request, with supporting data, shall be delivered within thirty (30) days after the end of such occurrence and shall be accompanied by a written statement that the amount requested includes all known amounts, direct, indirect and consequential, incurred as a result of the occurrence of the event. No request for an adjustment in the contract price shall be valid unless submitted in accordance with this paragraph.

11.3.3 The value of any Work included in a change order or in any request for an increase or decrease in the contract price shall be determined in one of the following ways:

11.3.3.1 By application of unit prices to the quantities of the items involved, subject to the provisions of paragraphs 11.3.8 through 11.3.10, inclusive;

11.3.3.2 By mutual acceptance of a lump sum that may include an allowance for overhead and profit; or

11.3.3.3 On the basis of the cost of the Work determined as provided in paragraphs 11.3.4 and 11.3.5 plus a Contractor's fee for overhead and profit determined as provided in paragraphs 11.3.6 and 11.3.7.

11.3.4 The term "cost of the Work" means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work. Such costs shall be in amounts no higher than those prevailing in the locality of the Project and shall include only the following items:

11.3.4.1 Actual payroll costs for employees in the direct employ of the Contractor in the performance of the Work. Payroll costs for employees not employed full time on the Project shall be apportioned on the basis of their time spent thereon. Payroll costs shall include, but not be limited to, the audited cost of salaries and wages, plus the cost of fringe benefits that shall include social security contributions, unemployment, excise and payroll taxes, Workers' Compensation premiums, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The Contractor's employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturdays, Sundays, or legal holidays shall be included in the above only to the extent authorized in writing by the Owner's Representative;

11.3.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and suppliers' field services required in connection therewith. All cash discounts shall accrue to the Contractor unless the Owner deposits funds with the Contractor with which to make payments and in which case the cash discounts shall accrue to the Owner. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions such that the monies may be obtained;

11.3.4.3 Payments made by the Contractor to the subcontractors for Work performed if required by the Owner's Representative, the Contractor shall obtain competitive bids from subcontractors acceptable to the Owner's Representative and shall deliver such bids to the Owner's Representative who shall then determine which bids shall be accepted. If a subcontract provides that the subcontractors be paid on the basis of cost of the Work plus a fee, the subcontractor's cost of the Work shall be determined in the same manner as the Contractor's cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents;

11.3.4.4 Costs of special consultants including, but not limited to, engineers, architects, testing laboratories, surveyors, attorneys and accountants employed for services specifically related to the Work;

11.3.4.5 Supplemental costs including the following:

11.3.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work;

11.3.4.5.2 The cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, that are consumed in the performance of the Work and the cost, less market value, of such items used but not consumed that remain the property of the Contractor;

11.3.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from the Contractor or others in accordance with rental agreements approved by the Owner's Representative and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with terms of the rental agreements. The rental of any such equipment, machinery and parts shall cease when the use thereof is no longer necessary for the Work;

11.3.4.5.4 Sales, consumer, ad valorem, use or similar taxes related to the Work and for which the Contractor is liable, imposed by laws and regulations;



11.3.4.5.5 Deposits lost for causes other than acts of the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable and royalty payments and fees for permits and licenses;

11.3.4.5.6 Losses, damages and related expenses, not compensated by insurance and sustained by the Contractor in connection with the performance and furnishing of the Work, provided they have resulted from causes other than the acts of the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of the Owner's Representative. No such losses, damages or expenses shall be included in the cost of the Work for the purpose of determining the Contractor's fee. If, however, any such loss or damage required reconstruction and the Contractor is placed in charge thereof, the Contractor shall be paid for its services a fee proportionate to that stated in paragraph 11.3.6.2;

11.3.4.5.7 The cost of utilities, fuel and sanitary facilities at the site;

11.3.4.5.8 Incidental expenses such as telegrams, long-distance telephone calls, telephone service at the site, express packages and similar items used in connection with the Work;

11.3.4.5.9 Cost of premiums for additional bonds and insurance required because of changes in the Work.

11.3.5 The term "cost of the Work" shall not include any of the following:

11.3.5.1 Payroll costs and other compensation of the Contractor's officers, executives, principals of partnerships, LLCs and sole proprietorships, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by the Contractor whether at the site or in the Contractor's principal office or a branch office for general administration of the Work and not referred to in paragraph 11.2.4.1 or specifically covered by paragraph 11.2.4.4, all of which are to be considered administrative costs covered by the Contractor's fee;

11.3.5.2 Expenses of the Contractor's principal and branch offices other than the Contractor's office at the site;

11.3.5.3 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work and charges against the Contractor for delinquent payments;

11.3.5.4 Costs due to the negligence of the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable including, but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property; and

11.3.5.5 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.3.4.

11.3.6 The Contractor's fee allowed to the Contractor for overhead and profit shall be determined as follows:

11.3.6.1 A mutually acceptable fixed fee; or, if none can be agreed upon,

11.3.6.2 A fee based on the following percentages of the various portions of the cost of the Work;

11.3.6.2.1 For costs incurred pursuant to paragraphs 11.3.4.1 and 11.3.4.2, the Contractor's fee shall be fifteen (15) percent;

11.3.6.2.2 For costs incurred pursuant to paragraph 11.3.4.3, the Contractor's fee shall be five (5) percent if the subcontract is on the basis of cost of the Work plus a fee, the maximum allowable to the Contractor on account of overhead and profit of all subcontractors shall be ten (10) percent;

11.3.6.2.3 No fee shall be payable on the basis of costs itemized under paragraphs 11.3.4.4, 11.3.4.5 and 11.3.5;

11.3.6.2.4 The amount of credit to be allowed by the Contractor to the Owner for any such change which results in a net decrease in cost shall be the amount of the actual net decrease, plus an amount equal to ten (10) percent of the net decrease; and

11.3.6.2.5 When both additions and credits are involved in any one change, the adjustment in the Contractor's fee shall be computed on the basis of the net change in accordance with paragraphs 11.3.6.2.1 through 11.3.6.2.4, inclusive.

11.3.7 Whenever the cost of any Work is to be determined pursuant to paragraph 11.3.4 or 11.3.5, the Contractor shall submit in form acceptable to the Owner's Representative the itemized cost, together with such supporting data as may be deemed necessary by the Owner's Representative.

11.3.8 When the Contract Documents provide that all or part of the Work be performed on a unit price basis, initially the contract price shall be deemed to include, for all unit price work, an amount equal to the sum of the established unit prices for each separately identified item of unit price work times the estimated quantity of each item as indicated in the Contract Documents. The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial contract price. Determinations of the actual quantities and classifications of unit price work performed by the Contractor shall be made by the Owner's Representative in accordance with paragraph 8.3.5.

11.3.10 When the quantity of any item of unit price Work performed by the Contractor differs more than twenty-five (25) percent from the estimated quantity of such item indicated in this Contract and there is no corresponding adjustment with respect to any other item of Work, the Owner's Representative and Contractor shall determine a mutually acceptable price for the changed item.

11.3.11 If the Contractor and Owner's Representative are unable to arrive at an agreement as to the change in the contract price or performance time, the Contractor shall nevertheless proceed with the change if so ordered in writing by the Owner's Representative and the value of the Work included in the change order shall be determined in paragraphs 11.3.3 through 11.3.10.

## **ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK**

### **12.1 Uncovering Work**

12.1.1 If any Work is covered prior to acceptance by the Owner's Representative, the Work shall, if requested by the Owner's Representative, be uncovered for the Owner's Representative's observation and then be recovered at the Contractor's sole cost and expense.

12.1.2 If the Owner's Representative or the Design Professional considers it necessary or advisable that covered Work be observed or inspected or tested by others, the Contractor, at the Owner's Representative's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Owner's Representative may require that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work does not conform to the requirements of the Contract Documents, the Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals. If, however, such Work is found to conform to the requirements of the Contract Documents, the Contractor shall be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

## 12.2 Correction or Removal of Non-Conforming Work

12.2.1 If required by the Owner's Representative, the Contractor shall promptly, as directed, either correct all Work that does not conform to the requirements of the Contract Documents, whether or not fabricated, installed or completed or, if such Work has been rejected by the Owner's Representative, remove it from the site and replace it with Work that does meet the requirements of the Contract Documents. The Contractor shall bear all direct, indirect and consequential costs of such correction or removal including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals made necessary thereby.

## 12.3 One Year Correction Period

12.3.1 If, within one (1) year after the date of final completion or such longer period of time as may be prescribed by laws and regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work does not conform to the requirements of the Contract Documents, the Contractor shall promptly, without cost to the Owner's Representative or Owner and in accordance with the Owner's Representative's written instructions, either correct such Work or, if it has been rejected by the Owner's Representative, remove it from the site and replace it with Work that meets the requirements of the Contract Documents. If the Contractor does not promptly comply with the terms of such instructions or, in an emergency where delay would cause serious risk of injury, loss or damage, the Owner's Representative may have the non-conforming Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals shall be paid by the Contractor. In special circumstances when a particular item of equipment is placed in continuous service before substantial completion, the correction period for that item may start to run from an earlier date if so provided.

## 12.4 Acceptance of Non-Conforming Work

12.4.1 The Owner's Representative may elect to accept non-conforming Work instead of requiring correction or removal and replacement of such Work. The Contractor shall bear all direct, indirect and consequential costs attributable to the Owner's Representative's evaluation of and determination to accept such non-conforming Work and such costs may include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals. If any such acceptance occurs prior to the Owner's final payment, a change order shall be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Owner shall be entitled to an appropriate decrease in the contract price. If the acceptance occurs after such recommendation, the amount shall be paid by the Contractor directly to the Owner.

### 13.1 Termination for Convenience of the Contractor

13.1.1 If, through no act or fault of the Contractor, the Owner fails for sixty (60) days to pay the Contractor any sum finally determined to be due, the Contractor may, upon five (5) days' written notice to the Owner's Representative terminate this Contract and recover from the Owner payment for all Work executed and any expense sustained, plus reasonable termination expenses. The provisions of this paragraph shall not relieve the Contractor of the obligations under paragraph 15.4.2.2 to perform the Work in accordance with the Construction Schedule and without delay during disputes with the Owner.

### 13.2 Termination for Convenience By the Owner

13.2.1 Upon five (5) days' written notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, terminate this Contract. In such cases, the Contractor shall be paid for all Work performed and any expense sustained shall be limited to the cost of such Work plus reasonable termination expenses including the direct and indirect costs specified in paragraph 13.4.

### 13.3 Default Termination

13.3.1 This Contract may be terminated for default upon the occurrence of any of the following events:

13.3.1.1 If the Contractor commences a voluntary action under any chapter of the United States Bankruptcy Code now or hereafter in effect or if the Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

13.3.1.2 If a petition is filed against the Contractor under any chapter of the United States Bankruptcy Code as now or hereafter in effect at the time of filing or if a petition is filed seeking any such equivalent or similar relief against the Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

13.3.1.3 If the Contractor makes a general assignment for the benefit of creditors;

13.3.1.4 If a trustee, receiver, custodian or agent of the Contractor is appointed under applicable law or under contract whose appointment of authority to take charge of property of the Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors;

13.3.1.5 If the Contractor admits in writing an inability to pay its debts generally as they become due;

13.3.1.6 If the Contractor persistently fails to perform the Work in accordance with the Contract Documents including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the construction schedule established in paragraph 7.2;

13.3.1.7 If the Contractor violates or disregards laws and regulations of any public body having jurisdiction;

13.3.1.8 If the Contractor violates or disregards the authority of the Owner's Representative, the Owner, or any other party having jurisdiction over the Work as set forth in the Contract Documents; or

13.3.1.9 If the Contractor otherwise violates in any substantial way any provisions of the Contract Documents;

13.3.2 The Owner may, after giving the Contractor and its surety seven (7) days' prior written notice, terminate any services of the Contractor, exclude the Contractor from the site and take possession of the Work and of all the Contractor's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by the Contractor without liability to the Contractor for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the Owner has paid the Contractor, but which are stored elsewhere, and finish the Work as the Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the contract price exceeds the direct, indirect and consequential costs of completing the Work including, but not limited to, fees and charges of the Owner's Representative, engineers, architects, attorneys and other professionals and court and arbitration costs, such excess costs shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner and such costs incurred by the Owner shall be as determined by the Owner's Representative and incorporated in a change order. When exercising any rights or remedies under this paragraph, the Owner shall not be required to obtain the lowest price for Work performed.

#### 13.4 Allowable Termination Costs

13.4.1 If the Owner terminates the whole or any portion of this Contract pursuant to paragraph 13.2, the Owner shall only be liable to the Contractor for those costs specified in subparagraph 13.4.3, plus a fee of ten (10) percent on the actual costs allowed by subparagraph 13.4.3 provided, however, if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no fee shall be included or allowed hereunder and an appropriate adjustment shall be made reducing the amount of settlement to reflect the indicated rate of loss.

13.4.2 If the Owner terminates the whole or any portion of this Contract pursuant to paragraph 13.3, the Owner shall be liable to the Contractor for those costs specified in subparagraph 13.4.3. No fee in addition to these costs shall be paid to the Contractor in the event of termination pursuant to paragraph 13.3.

13.4.3 If the Owner terminates the whole or any portion of this Contract, the Owner shall pay the Contractor the amounts determined by the Owner's Representative as follows:

13.4.3.1 An amount for supplies, services or property accepted by the Owner pursuant to paragraph 13.5.1.6 or sold or acquired pursuant to paragraph 13.5.1.7 and not previously paid for and to the extent provided in the Contract such amount shall be equivalent to the aggregate price for such supplies or services computed in accordance with the price or prices specified in this Contract, appropriately adjusted for any saving freight or other charges; and

13.4.3.2 The cost incurred in the performance of the Work terminated including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under clauses 13.4.3.1; and

13.4.3.2.1 The cost of settling and paying claims arising out of the termination of work under subcontracts or purchase orders which are property chargeable to the terminated portion of the Work, exclusive of amounts paid or payable on account of completed items of equipment delivered or services furnished by subcontractors or vendors prior to the effective date of the notice of termination. The amounts shall be included in the costs payable under 13.4.3.2.1 above; and

13.4.3.2.2 The reasonable costs of settlement, including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the termination portion of the Contractor and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation and other costs incurred in connection with the protection or disposition of property allocable to this Contract.

13.4.4 The total sum to be paid to the Contractor under this paragraph shall not exceed the contract price.

13.4.5 If the Owner terminates the whole or part of this Contract pursuant to paragraph 13.3, the Owner may procure upon such terms and in such manner as the Owner may deem appropriate supplies or services similar to those so terminated and the Contractor shall be liable to the Owner for any excess costs for such similar supplies or services. The Contractor shall continue the performance of this Contract to the extent not terminated hereunder.

### 13.5 Termination Provisions

13.5.1 After receipt of a notice of termination from the Owner pursuant to paragraph 13.2 or 13.3, the Contractor shall:

13.5.1.1 Stop Work on the date and to the extent specified in the notice of termination;

13.5.1.2 Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of this Contract as is not terminated;

13.5.1.3 Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated;

13.5.1.4 Assign to the Owner in the manner, at the times and to the extent directed by the Owner all of the right, title and interest of the Contractor under the orders and subcontracts so terminated in which case the Owner shall have the right at the Owner's discretion to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

13.5.1.5 Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval of the Owner to the extent the Owner may require. The approval shall be final for the purposes of this clause;

13.5.1.6 Transfer title and deliver to the entity or entities designated by the Owner and, in the manner, at the times and to the extent directed by the Owner such portion of the Work that has been terminated;

13.5.1.6.1 The fabricated or unfabricated parts, Work in process, partially completed supplies and equipment, materials, parts, tools, dies, jigs and other fixtures, completed Work, supplies and other material produced as part of or acquired in connection with the performance of the portions of the Contract so terminated; and

13.5.1.6.2 The completed or partially-completed plans, drawings, information and other property related to the Work;

13.5.1.7 Use the Contractor's best efforts to sell in the manner, at the times, to the extent and at the price or prices directed or authorized by the Owner any property of the types referred to in clause 13.5.1.6 provided, however, that the Contractor may acquire any such property under the conditions prescribed by and

at a price or prices approved by the Owner and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Owner to the Contractor or shall otherwise be credited to the cost of the Work covered by this Contract or paid in such other manner as the Owner may direct;

13.5.1.8 Complete performance of such part of the Work as shall not have been terminated; and

13.5.1.9 Take such action as may be necessary or as the Owner may direct for the protection and preservation of the property related to this Contract that is in the possession of the Contractor and in which the Owner has or may acquire an interest.

13.5.2 The Contractor shall, from the effective date of termination until the expiration of seven (7) years after final settlement under this Contract, preserve and make available to the Owner at all reasonable times at the office of the Contractor, but without direct charge to the Owner, all of the Contractor's books, records, documents and other evidence on any and every media bearing on the costs and expenses of the Contractor relating to the Work completed or terminated hereunder or to the extent approved by the Owner, photographs, micro-photographs or other authentic reproductions thereof.

13.5.3 In arriving at any amount due the Contractor pursuant to paragraph 13.4, there shall be deducted:

13.5.3.1 All unliquidated advances or other payments on account theretofore made to the Contractor applicable to the terminated portion of this Contract:

13.5.3.2 Any claim which the Owner may have against the Contractor;

13.5.3.3 Such claim as the Owner determines to be necessary to protect the Owner against loss because of outstanding or potential liens or claims; and

13.5.3.4 The agreed price for or the proceeds of sale of any materials, supplies or other things acquired by the Contractor or sold pursuant to the provisions of 13.5.1.7 and not otherwise recovered by or credited to the Owner.

13.5.4 The Owner may at the Owner's option and at the Contractor's expense have costs reimbursable under paragraph 13.4 audited and certified by independent certified public accountants selected by the Owner.

13.5.5 The Contractor shall be entitled to only those damages and that relief from termination by the Owner as specifically provided in Article 13.

### 13.6 The Owner's Rights

13.6.1 When the Contractor's services have been terminated by the Owner pursuant to paragraphs 13.2 or 13.3, the termination shall not affect any rights or remedies of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies due the Contractor by the Owner shall not release the Contractor from liability for performance of the Work.

## **ARTICLE 14 - DISPUTE RESOLUTION**

### 14.1 Alternative Dispute Resolution Procedures

14.1.1 The parties agree that all disputes between them arising under this agreement or involving its interpretation, if they cannot be first resolved by mutual agreement, are subject to the following alternate dispute resolution procedure:

- (a) Either party may send written notice to the other in the manner specified in this agreement that a dispute has not been resolved by mutual agreement. A copy of such notice setting forth the nature of the dispute shall also be forwarded to the Director, Department of Public Facilities (“**Director**”), 999 Broad Street, Bridgeport, Connecticut 06604. The notice shall also contain a position statement and copies of documents supporting the notifying party’s position regarding the dispute. Within five (5) working days after receipt of such notice by the other party, the other party shall file its reply with position statement and supporting documents to the Director. Within five (5) working days after receipt of such reply, the Director shall review the matter and render a determination in writing (“**Determination**”) to the parties. The Director may reach a Determination with or without a face-to-face meeting with the parties and with or without testimony of witnesses, in his sole discretion.
- (b) If either party objects to the Determination, such party may commence non-binding mediation before the American Arbitration Association in accordance with its mediation rules then in effect, which mediation shall be held in Bridgeport, Connecticut. Each party shall bear the cost of its respective counsel and one-half of the administrative costs of such mediation, including but not limited to the mediator’s fees and expenses.
- (c) If resolution of such dispute is not achieved by mediation, such dispute may be submitted by either party to the American Arbitration Association for resolution in accordance with its construction rules of arbitration then in effect. Arbitration shall take place in the Town of Clinton. Upon the request of either party, the dispute may be determined by the Fast Track or other expedited procedure of the American Arbitration Association then in effect. The award shall be limited to the remedies set forth in this agreement. The arbitrator shall have authority, at his or her sole discretion, to award reasonable attorneys’ fees and costs to the prevailing party. Such award shall be final and binding upon the parties and enforceable in any court of competent jurisdiction. If the award does not contain an award of attorneys’ fees and/or costs, each party shall bear the cost of its respective counsel, and one-half of the administrative costs of such arbitration, including but not limited to the arbitrator’s fees and expenses (except filing fees for demands and counterclaims, which shall be borne by the party initiating the same).

## ARTICLE 15 - OTHER PROVISIONS

### 15.1 Governing Law

15.1.1 Unless otherwise provided in the Contract Documents, this Contract and the Contract Documents shall be governed by the substantive laws of the State of Connecticut.

### 15.2 Successors and Assigns

15.2.1 The Owner and the Contractor each respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto, their partners, successor, assigns and legal representatives in respect to the covenants, agreements and obligations contained in the Contract Documents.



15.2.2 Neither the Owner nor the Contractor shall assign or transfer its interest in this Contract without the prior written consent of the other, except an assignment of accounts receivable may be made to a commercial bank without prior written consent.

### 15.3 Written Notice

15.3.1 Whenever any provision of the Contract Documents requires or permits the giving of notice, it shall be deemed to have been validly given if in writing delivered in or if sent by registered or certified mail, postage prepaid, through the United States Postal Service to the address set forth above, as the same may be changed in the manner specified for the giving of notice, or to the last business address of the party to whom the notice is sent.

### 15.4 Claims and Damages

15.4.1 Should the Contractor suffer injury or damage to person or property because of any willful or negligent act or omission of the Owner or of any of the Owner's employees, agents or others for whose acts the Owner is legally liable, notice shall be given in writing to the Owner within five (5) days after the first observance of such injury or damage. Otherwise, the Contractor shall have waived any and all rights the Contractor may have, if any, against the Owner.

15.4.2 Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work, requests for and changes in the contract price or contract time shall be referred to the Owner's Representative in writing. The Owner's Representative shall render a decision regarding the claim or request in writing within a reasonable time. The Owner's Representative is not responsible for providing, nor does the Owner's Representative control, the Project design documents. By performing the reviews described herein, the Owner's Representative is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of the Project design or the design documents.

15.4.2.1 The rendering of a decision by the Owner's Representative with respect to any request, claim, dispute or other matter, except any which have been waived by the making or acceptance of final payment as provided in paragraph 8.13, shall be a condition precedent to any exercise by the Contractor of such rights or remedies as either may otherwise have under the Contract Documents or the laws and regulations in respect of any such claim, dispute or other matter including the right to arbitration in Article 14 of this Contract.

15.4.2.2 The Contractor shall continue to perform the Work and adhere to the construction schedule during all disputes or disagreements with the Owner. No Work shall be delayed or postponed during resolution of any disputes or disagreements.

### 15.5 Bonds

15.5.1 The Contractor shall furnish as security for the faithful performance and payment of all the Contractor's obligations specified in the Contract Documents performance and payment bonds, each in an amount at least equal to the contract price. These bonds shall remain in effect at Least until one (1) year after the date when final payment becomes due. All bonds shall be in the forms prescribed by law. All bonds signed by an agent must be accompanied by a certified copy of the authority to act.

15.5.2 If the surety for any bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located, the Contractor shall within five (5) days thereafter substitute another bond and surety acceptable to the Owner.

15.5.3 The Contractor and each trade contractor, if a nonresident contractor in the State of Connecticut shall provide Owner, upon execution of this Contract, a Certificate from the Commissioner of Revenue Services, State of Connecticut, stating that it has complied with Section 12-430 (7) of the Connecticut Tax Code and has posted a payment bond with the Commissioner for taxes arising out of this Contract. Resident trade contractors are to provide a copy of its current Sales and Use Permit.

#### 15.6 Rights and Remedies

15.6.1 The failure of the Owner to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Contract or to exercise any right herein contained or provided by law shall not be construed as a waiver or relinquishment of such provision or right or of the right to subsequently demand such strict performance or exercise such right and the rights shall continue unchanged and remain in full force and effect.

#### 15.7 Interest

15.7.1 All monies not paid within sixty (60) days after due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

#### 15.8 Meaning of Terms

15.8.1 The meaning of terms used herein shall be consistent with the definitions expressed in the Contract Documents, Contracts and these General Conditions and reference made in the singular shall include the plural and the masculine shall include the feminine or the neuter.

#### 15.9 Enforcement of Any Clause

15.9.1 If any clause of this Contract is held by a court of law to be unenforceable the remainder of this Contract shall be enforceable without such clause.

#### 15.10 Extent of Contract

15.10.1 This Contract represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the Owner and the Contractor.

15.11 The Contractor shall be entitled to additional compensation for compliance with schedule revisions only to the extent, if any, that the Contract Documents entitle Contractor to reimbursement with respect to Contractor's Work.

15.12 The Contractor shall be liable to the Owner for liquidated damages provided for in the Contract Documents or for damages for any delays beyond the project completion date for which Contractor is held responsible by reason of the failure of Contractor to prosecute the Work diligently and properly.

15.13 Should the Contractor be delayed or disrupted in the performance of the Work by any person or for any reason, except the Contractor's own acts or omissions or failures, then the Contractor shall be entitled

to an appropriate extension of time for the performance of the Work. Such extension of time shall be the sole remedy for any such delay or disruption and neither Owner's Representative or Owner shall be liable to the Contractor for any damages resulting from such delay or disruption, whether in the form of extended overhead, labor or material escalation, labor inefficiency, lost productivity or otherwise.

15.14 The Contractor shall ensure that its subcontractors, employees and suppliers, at all times, are paid all amounts due in connection with the Work. Contractor shall first use any payment received by the Contractor from the Owner to satisfy indebtedness incurred in the performance of this Contract. The Owner shall have the right, at any time to communicate with the Contractor's subcontractors and suppliers for the purpose of verifying that the Contractor's payment obligations are being met. In the event Owner has reason to believe Contractor is not fulfilling its payment obligations, the Owner may take any steps necessary to insure that progress payments are being utilized to pay such obligations, including, but not limited to, the issuance of joint checks to the Contractor and its subcontractors and suppliers, the right to withhold from subsequent progress payments a reasonable amount to protect the Owner from any and all claims, losses or damages, including attorneys' fees, arising out of any claim or lien, until the Contractor submits evidence satisfactory to the Owner that all previous amounts owed in connection with the Work or any other contractual arrangements between the parties, have been paid or to make such payments directly to such subcontractors and suppliers. The Contractor shall immediately reimburse the Owner for any amounts paid, including costs and attorneys' fees, by the Owner or under the Contractor's payment bond, if any, in connection with this Contract as a result of the Contractor's failure to make payments as provided for in this Article.

No payment made hereunder, including the final payment, shall be deemed to be conclusive evidence of the acceptability of the Work, either in whole or in part. No payment shall be deemed an acceptance of defective work or improper materials. No occupancy or use by the Owner shall constitute acceptance of the Work.

15.15 The Contractor hereby agrees to indemnify and hold the Owner's Representative, the Owner and the Design Professional harmless from all claims, losses, damages, expenses, including legal fees, and penalties incurred by the indemnified parties arising as a result of the Contractor's failure to comply with any federal, State, county or municipal safety laws, ordinances, rules or regulations.

15.16 The Owner is not responsible for and does not pay or reimburse to the Contractor or its subcontractors applicable federal, state, county, municipal and other taxes imposed by law and based upon labor, services, materials, equipment or other items acquired, performed or used for or in connection with the Work, including, but not limited to sales, use and personal property taxes payable by or levied or assessed upon the Owner or the Contractor. Any taxes paid by the Contractor and its subcontractors shall be deemed to be included in the contract price. Where the law requires any such taxes to be stated or charged separately, the sum of all items included in the Work, plus, the amount of such taxes, shall not exceed the sum set forth above. The Contractor, its subcontractors and its suppliers shall comply with all laws relating to employees and employee benefits and the contract price includes all costs associated with Social Security Act payments, unemployment compensation and workers' compensation act payments. The Contractor agrees to indemnify and hold harmless the Owner's Representative and the Owner from any and all liability for any taxes imposed upon, arising out of or relating to the Work, which indemnity shall survive the full performance or earlier termination of this Contract.

15.17 Prior to the start of construction and as requested by the Owner's Representative thereafter, the Contractor shall complete and submit to the Owner's Representative a list of subcontractors (Exhibit A)

and suppliers (Exhibit B). Such Exhibits shall include the names and addresses of all subcontractors, material suppliers and equipment rental suppliers that the Contractor intends to use on the Project and, upon request, copies of the proposed subcontracts and purchase orders shall be submitted to the Owner.

15.18 No payment shall be made to the Contractor until the Contractor has provided to the Owner proof of required insurance coverage, executed originals of the signed Contract, completed subcontractors list and suppliers list, required performance and payment bonds, the schedule of values, and certificates and copies of permits required under Article 13.7.1.

**END OF SECTION 000700**

# **AIA® Document A175™ ID – 2003**

## **Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings and Equipment** *where the Basis of Payment is a STIPULATED SUM*

**AGREEMENT** made as of the twelfth day of \_\_\_\_\_ in the year \_\_\_\_\_  
(In words, indicate day, month and year)

**BETWEEN** the Owner  
(Name, address and other information):

and the Vendor  
(Name, address and other information):

The Project is  
(Include detailed description of Project):

The Architect is  
(Name, address and other information):

The Owner and Vendor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A275–2003, General Conditions of the Contract for Furniture, Furnishings and Equipment, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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**User Notes:**

(989095390)

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**ARTICLE 1 THE CONTRACT DOCUMENTS**

**§ 1.1** The Vendor shall fully execute the Work described in the Contract Documents.

**§ 1.2** The Contract Documents consist of this Agreement, conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior and subsequent negotiations, representations or agreements, either written or oral, unless the procedure for a change in terms is followed as described in Section 1.3. An enumeration of the Contract Documents, other than Modifications, appears in Article 5.

**§ 1.3** A change in terms to this Agreement shall become valid only by means of a Modification signed by both the Owner and Vendor.

**ARTICLE 2 DATE OF COMMENCEMENT AND COMPLETION**

**§ 2.1** The date of commencement of the Work shall be the date of this Agreement, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

**§ 2.2** The Vendor shall complete the Work not later than the following date: Between:

*(Insert a calendar date. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier completion of certain portions of the Work.)*

**Portion of Work**

**Substantial Completion date**

**ARTICLE 3 CONTRACT SUM**

**§ 3.1** The Owner shall pay the Vendor the Contract Sum in current funds, including all applicable taxes, for the Vendor's performance of the Contract. The Contract Sum shall be (\$ ) subject to additions and deductions as provided in the Contract Documents.

**ARTICLE 4 PAYMENTS**

**§ 4.1 Payment Terms**

**§ 4.1.1** The Owner shall make payments to the Vendor in conformance with the following payment terms:

*(Insert payment terms, including net days from approval of application for payment and criteria for deposits, discounts, progress payments, special orders, changes, cancellations and restocking, and final payment.)*

Init.

Forty-Five (45) business days from approval of application for payment.

#### § 4.2 Progress Payments

§ 4.2.1 Based upon applications for payment submitted to the Owner by the Vendor, the Owner shall make progress payments on account of the Contract Sum to the Vendor as provided below and elsewhere in the Contract Documents.

§ 4.2.2 Each application for payment shall be based on the payment terms as described in Section 4.1.1 and shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require.

#### ARTICLE 5 ENUMERATION OF CONTRACT DOCUMENTS

§ 5.1 The Contract Documents, except for Modifications issued after execution of this Agreement, include this Agreement and the following other documents listed in Sections 5.2 through 5.6:

§ 5.2 The General Conditions are AIA® Document A275™ID–2003, *General Conditions of the Contract for Furniture, Furnishings and Equipment*.

§ 5.3 The Supplementary Conditions, other Conditions of the Contract and Specifications are those contained in the Project Manual dated , and are as follows:

*(Either list the Specifications here or refer to an exhibit attached to this Agreement. If a Project Manual is not used, indicate here.)*

Moveable and Technology Equipment specifications for : prepared by

*(Table deleted)*

§ 5.4 The Drawings are enumerated as follows:

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

Architect to list the drawings

*(Table deleted)*

§ 5.5 Addenda, if any, are enumerated as follows:

*(Either list the Addenda here or refer to an exhibit attached to this Agreement.)*

*(Table deleted)*

§ 5.6 Other Contract Documents are as follows:

*(List only those portions of furniture, furnishings and equipment quotations or orders that are to be included in the Contract Documents.)*

#### ARTICLE 6 MISCELLANEOUS PROVISIONS

§ 6.1 The Vendor shall make no payment to persons employed by the Owner or consultants for the Owner, with regard to this Agreement, without disclosure and written approval of the Owner.

§ 6.2 The terms and provisions contained in the documents enumerated in Paragraphs 5.2 through 5.5 shall take precedence over conflicting terms and provisions contained in documents enumerated in Paragraph 5.6.

§ 6.3 The Vendor shall purchase and maintain insurance as set forth under Article 13 of A275™ID–2003.  
*(List any required limits for insurance.)*

Type of insurance

Limit of liability (\$ 0.00)

See Project Manual for insurance requirements.

Init.

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User Notes:

(989095390)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Vendor, one to the Architect for use in the administration of the Contract and the remainder to the Owner.

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**VENDOR** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

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# **AIA® Document A175™ ID – 2003**

## **Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings and Equipment**

*where the Basis of Payment is a STIPULATED SUM*

**AGREEMENT** made as of the twelfth day of \_\_\_\_\_ in the year \_\_\_\_\_  
(In words, indicate day, month and year)

**BETWEEN** the Owner  
(Name, address and other information):

and the Vendor  
(Name, address and other information):

The Project is  
(Include detailed description of Project):

The Architect is  
(Name, address and other information):

The Owner and Vendor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A275–2003, General Conditions of the Contract for Furniture, Furnishings and Equipment, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

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**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS**
- 2 DATE OF COMMENCEMENT AND COMPLETION**
- 3 CONTRACT SUM**
- 4 PAYMENTS**
- 5 ENUMERATION OF CONTRACT DOCUMENTS**
- 6 MISCELLANEOUS PROVISIONS**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

**§ 1.1** The Vendor shall fully execute the Work described in the Contract Documents.

**§ 1.2** The Contract Documents consist of this Agreement, conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior and subsequent negotiations, representations or agreements, either written or oral, unless the procedure for a change in terms is followed as described in Section 1.3. An enumeration of the Contract Documents, other than Modifications, appears in Article 5.

**§ 1.3** A change in terms to this Agreement shall become valid only by means of a Modification signed by both the Owner and Vendor.

**ARTICLE 2 DATE OF COMMENCEMENT AND COMPLETION**

**§ 2.1** The date of commencement of the Work shall be the date of this Agreement, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

**§ 2.2** The Vendor shall complete the Work not later than the following date: Between

*(Insert a calendar date. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier completion of certain portions of the Work.)*

**Portion of Work**

**Substantial Completion date**

**ARTICLE 3 CONTRACT SUM**

**§ 3.1** The Owner shall pay the Vendor the Contract Sum in current funds, including all applicable taxes, for the Vendor's performance of the Contract. The Contract Sum shall be (\$ ) subject to additions and deductions as provided in the Contract Documents.

**ARTICLE 4 PAYMENTS**

**§ 4.1 Payment Terms**

**§ 4.1.1** The Owner shall make payments to the Vendor in conformance with the following payment terms:

*(Insert payment terms, including net days from approval of application for payment and criteria for deposits, discounts, progress payments, special orders, changes, cancellations and restocking, and final payment.)*

Init.

Forty-Five (45) business days from approval of application for payment.

#### **§ 4.2 Progress Payments**

**§ 4.2.1** Based upon applications for payment submitted to the Owner by the Vendor, the Owner shall make progress payments on account of the Contract Sum to the Vendor as provided below and elsewhere in the Contract Documents.

**§ 4.2.2** Each application for payment shall be based on the payment terms as described in Section 4.1.1 and shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require.

#### **ARTICLE 5 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 5.1** The Contract Documents, except for Modifications issued after execution of this Agreement, include this Agreement and the following other documents listed in Sections 5.2 through 5.6:

**§ 5.2** The General Conditions are AIA® Document A275™ID–2003, *General Conditions of the Contract for Furniture, Furnishings and Equipment*.

**§ 5.3** The Supplementary Conditions, other Conditions of the Contract and Specifications are those contained in the Project Manual dated , and are as follows:  
(Either list the Specifications here or refer to an exhibit attached to this Agreement. If a Project Manual is not used, indicate here.)

Moveable and Technology Equipment specifications for : prepared by

(Table deleted)

**§ 5.4** The Drawings are enumerated as follows:  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Architect to list the drawings  
(Table deleted)

**§ 5.5** Addenda, if any, are enumerated as follows:  
(Either list the Addenda here or refer to an exhibit attached to this Agreement.)

(Table deleted)

**§ 5.6** Other Contract Documents are as follows:  
(List only those portions of furniture, furnishings and equipment quotations or orders that are to be included in the Contract Documents.)

#### **ARTICLE 6 MISCELLANEOUS PROVISIONS**

**§ 6.1** The Vendor shall make no payment to persons employed by the Owner or consultants for the Owner, with regard to this Agreement, without disclosure and written approval of the Owner.

**§ 6.2** The terms and provisions contained in the documents enumerated in Paragraphs 5.2 through 5.5 shall take precedence over conflicting terms and provisions contained in documents enumerated in Paragraph 5.6.

**§ 6.3** The Vendor shall purchase and maintain insurance as set forth under Article 13 of A275™ID–2003.  
(List any required limits for insurance.)

**Type of Insurance**

**Limit of liability (\$ 0.00)**

See Project Manual for insurance requirements.

Init.

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Vendor, one to the Architect for use in the administration of the Contract and the remainder to the Owner.

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**VENDOR** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

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**User Notes:**

(989095390)

**SECTION 00750  
GUARANTEE BONDS**

**1. GENERAL**

- A. Prior to the Owner signing the contract agreement, he will require the contractor(s) to furnish separate performance and payment bonds covering the faithful performance of the entire construction contract agreement.

The performance bond and the payment bond shall each be made out in one hundred percent (100%) of the guaranteed maximum contract amount.

- B. The "Performance Bond" and Labor and Material Payment Bond", must be submitted on the forms enclosed in this section.

The bonds shall be signed by an official of the bonding company and shall be accompanied by the bonding agent's written power of attorney.

Provide four (4) copies each of the bonds and the power of attorney in order that one (1) copy of each may be attached to each copy of the contract agreement.

- C. The Contractor(s) shall include in his proposal amount the total premiums for the performance and payment bonds.

- D. The Bonds will be executed by a Surety Company or Companies with an AM Best Rating of A- or better that are authorized to do business in the State of Connecticut and who are acceptable to the Owner and the Owner's Representative. The cost of these Bonds are to be paid for by the contractor and included in his bid.

**END OF SECTION 00750**

**SECTION 00755  
LIABILITY INSURANCE**

The Certificate of Liability Insurance shall be on an ACORD form, in the amounts listed within the documents (see attached sample certificate).

The Certificate holder shall be the Town of Clinton.

The Town of Clinton, its agents, employees shall be named as ADDITIONALLY INSURED.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: CREATOFF1
INSURED	INSURER(S) AFFORDING COVERAGE INSURER A: 2 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

SAMPLE CERTIFICATE

## COVERAGES

CERTIFICATE NUMBER: 1318596351

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
X	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
						MED EXP (Any one person) \$10,000
						PERSONAL & ADV INJURY \$1,000,000
						GENERAL AGGREGATE \$2,000,000
						PRODUCTS - COMP/OP AGG \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY					
X	ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	ALL OWNED AUTOS					BODILY INJURY (Per person) \$
	SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
X	HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
X	NON-OWNED AUTOS					\$
						\$
A	UMBRELLA LIAB	X	OCCUR			EACH OCCURRENCE \$10,000,000
	EXCESS LIAB		CLAIMS-MADE			AGGREGATE \$10,000,000
	DEDUCTIBLE					\$
X	RETENTION \$0					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU- TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				OTH- ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Bridgeport, as owner, O&G Industries, Inc., as Program Manager and Construction Manager and their respective agents, consultants, principals, partners, officers, servants, stockholders, directors and employees and any other indemnities as set forth in the contract or designated by the Owner will be named additional insured with respect to General Liability.

## CERTIFICATE HOLDER

## CANCELLATION 30

City of Bridgeport

999 Broad Street, 1st Floor

Bridgeport CT 06604

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**SECTION 00840**  
**WAGE RATES AND STATEMENT OF COMPLIANCE**

**1.01 APPLICABLE LAWS**

- A. All provisions of the Contract Documents shall be subject to all applicable provisions of law including, without limitation, federal, state and local laws related to prevailing wages, record keeping, and reporting.
1. The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done, and the amount of payment or contribution paid or payable on behalf of each such employee welfare fund as defined in the Connecticut General Statutes shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town of Clinton.
  2. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each payday.

**1.02 WAGE RATES & RECORDS**

- A. Wage Rates: The minimum rates of wages to be paid to workers employed under this Contract shall be as set forth in the schedule of rates of wages.
1. Wage Rate Schedules: The current Connecticut Department of Labor Wage and Benefit Rate schedule is attached.
- B. Records: In accordance with Connecticut General Statutes 31-53, 31-54 and 31-55a, all Contractors and Subcontractors working under this Contract are required to complete and submit the following forms to the Town of Clinton through the Owner's Representative:
1. "Contractors Wage Certifications Form"
  2. "Contracting Agency Certification Form"
  3. "Payroll Certification For Public Works Projects – Weekly Payroll"  
(Form WWS-CP1 and WWS-CP2)
- C. Penalties: Any Contractor or Subcontractor not in compliance with the minimum wage requirements is subject to the penalties prescribed by law.

- 1.3 Contractors bidding on this project should be aware of the following "Connecticut Public and Special Acts" P.A. 02-69:

**Public Act No. 02-69**  
**Substitute Senate Bill No. 63**  
**AN ACT CONCERNING ANNUAL ADJUSTMENTS TO PREVAILING WAGES.**

Be it enacted by the Senate and House of Representatives in General Assembly convened:



Section 1. (NEW) (Effective October 1, 2002) Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of Section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of Section 31-53 and 31-55a, of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

**WAGE RATES ATTACHED**

## SECTION 01700 – CLOSEOUT PROCEDURES

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes:
  - 1. General Procedures to be used in administering Substantial and Final Completion of work.

#### 1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for Certification of Substantial Completion, complete the following. List exceptions in the request.
  - 1. In the Application for Payment that coincides with, or first follows the date Substantial Completion is claimed, show 100 % completion for the portion of the work claimed as substantially complete.
  - 2. If 100 % completion cannot be shown, include a list of incomplete items, the value of incomplete work, and reasons the work is not complete.
  - 3. Advise Owner of pending insurance changeover requirements.
  - 4. Submit specific warranties, workmanship bonds, maintenance agreements, final certification and similar documents requested in Article 7.3, Supplementary Instructions to Bidders.
  - 5. Deliver tools, spare parts, extra stock and similar items.
  - 6. Complete final clean up requirements, including touch-up painting. Touch-up or otherwise repair and restore marred exposed finishes.
- B. Inspection Procedures:
  - 1. Upon receipt of a written request by the Program Manager for inspection of Substantial Completion, the Architect will proceed with the inspection and advise the Vendor of unfilled requirements.
  - 2. The Architect will prepare the Certificate of Substantial Completion following inspection, or advise the vendor of work that must be completed or corrected before the certificate will be issued.

C. Reinspection Procedures:

1. Vendor must request reinspection when the work identified in previous inspections as incomplete is completed or correct. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

A. Preliminary Procedures:

1. Submit a final application for payment with supporting documentation.
2. Submit a certified copy of the Architect's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance List shall be endorsed and dated by the Architect.
3. Final Lien Waiver signed & notarized (City form).
3. Consent of Surety to final payment.
4. Evidence of final, continuing insurance coverage complying with insurance requirements.

B. Reinspection Procedures:

1. The Architect will reinspect the work upon receipt of written notice from the Vendor that work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Architect.
2. Upon completion of reinspection, the Architect will prepare a Certification of Final Acceptance, or advise the vendor of work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
3. If necessary, reinspection will be repeated.
4. The Architect will invoice the Owner for services performed in inspections beyond the original inspection and the first reinspection. The Owner will, in turn, pass the cost on to the Vendor via a "deduct" Change Order.

**END OF SECTION**

**TO BE INCLUDED WITH BID**

**SECTION 00412D  
BIDDER INFORMATION**

**TOWN OF CLINTON BIDDER INFORMATION**

**ALL BIDS, PROPOSALS AND QUALIFICATIONS SUBMITTED TO THE TOWN OF CLINTON FOR ANY CONTRACT VALUED OVER \$25,000 WILL BE AUTOMATICALLY DEEMED NON-RESPONSIVE IF THEY FAIL TO CONTAIN THE COMPLETED ORIGINAL OF THIS FORM\*. IF THERE IS INSUFFICIENT SPACE FOR ANY ANSWER, ATTACH ADDITIONAL SHEETS.**

**Name of Business:** \_\_\_\_\_

**Person signing this form:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Phone Number:** (       ) \_\_\_\_\_ - \_\_\_\_\_

**The undersigned hereby represents that the following statements are true, correct and complete, to the best of his/her knowledge and belief, and that the Town of Clinton is entitled to rely thereon:**

1. Business is (*check one*)

a corporation

a limited liability company

a limited liability partnership

a general partnership

a sole proprietorship

other \_\_\_\_\_.

2. Business Address: \_\_\_\_\_  
\_\_\_\_\_

3. State of incorporation or organization:       Connecticut  
Other \_\_\_\_\_

If other, attach certificate of authority to do business in Connecticut.

4. What other trade names does the Business use, if any?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. (a) Identify all officers, directors, managing or general partners, or managing members.

\_\_\_\_\_

<u>Name</u>	<u>Address</u>	<u>Title</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(b) Identify owners of 5% or more interest in the Business:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. Identify all subcontractors to which the Business intends to give 5% or more of its total, sub-contractor work on this contract.

<u>Name of subcontractor</u>	<u>Contact</u>
_____	_____
_____	_____
_____	_____

7. Identify any parent organization of the Business.

Parent's name \_\_\_\_\_, a

a corporation	a general partnership
a limited liability company	a sole proprietorship
a limited liability partnership	other _____.

State of Incorporation or organization: \_\_\_\_\_

8. Has the Business, any Parent, or any of their respective officers, directors, owners, general partners, managing members, employees, or agents ever been convicted of, entered a plea of guilty, entered a plea of *nolo contendere*, or otherwise admitted to:

	<u>Yes</u>	<u>No</u>
a) the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract?		

- b) the violation of any state or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a municipal contractor?
- c) to a violation of any state or federal antitrust, collusion or conspiracy law arising out of the submission of bids or proposals to a public or private contract or subcontract?
- d) the fraudulent, criminal or other seriously improper conduct while participating in a joint venture or similar arrangement.
- e) willfully failed to perform in accordance with the terms of one or more public contracts, agreements or transactions?
- f) had a history of failure to perform or a history of unsatisfactory performance of one or more public contracts, agreements or transactions?
- g) willfully violated a statutory or regulatory provision or requirement applicable to a public contract, agreement or transaction?

**EXPLAIN ANY "YES" ANSWER TO QUESTION 8 ON AN ATTACHED SHEET.**

9. Read and initial as true at the end of the following paragraph:

BY INITIALING BELOW, THE UNDERSIGNED REPRESENTS THAT THERE TOWN OF CLINTON.  
\_\_\_\_\_ (Initial)

10. Read and initial as true at end of the following paragraph:

BY INITIALING BELOW, THE UNDERSIGNED UNDERSTANDS THAT THE DUTY TO PROVIDE THE INFORMATION REQUESTED IN THIS FORM IS A CONTINUING OBLIGATION AND THAT THE INFORMATION REQUIRED BY THIS FORM MUST AND WILL BE UPDATED UPON ANY CHANGE.  
\_\_\_\_\_ (Initial)

Dated: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
duly-authorized

STATE OF \_\_\_\_\_ }

Personally appeared before me, \_\_\_\_\_(name),  
 \_\_\_\_\_(title) of \_\_\_\_\_(company), duly authorized, who swore  
 to the truth of the foregoing as his/her and (company) \_\_\_\_\_'s free act  
 and deed before me.

Morgan School  
Clinton, CT

Instruction to Dealers:

- Pricing must be based on the exact specification. See specification sheets for all pertinent information.
- Substitutions are not allowed for Connecticut State Contract items.
- Substitutions will be considered for the public bid items only & will be based on the quality (equal to or higher). Substitutions must include all the following information to be considered: manufacturer, model number, description, cut sheet, size, color & other quantifiable information. All information requested must be submitted or will be disqualified. Interior Designer reserves the right to deem a substitution acceptable or not.
- Installers to assemble, on site, locate & mount items are required.
- Dealer/installers are responsible to field measure. Any discrepancies to be brought to the Owner's attention immediately.
- Installers to provide all blocking, if required and coordinate with Owner.
- Installers are responsible for the removal of trash, packing material cardboard boxes, etc....NO DUMPSTER WILL BE PROVIDED.
- Installers to use rubber glides/wheels on all their moving equipment. Installers must protect furniture, equipment, walls, corners & floors.
- Provide Connecticut State Contract Agreement for items being provided for Morgan School.
- Contact Owner if there are any discrepancies including discontinued items.
- Awarded bidders to provide warranties for items they are providing.
- All quotes submitted must be prevailing wage.

### Steven Willand Inc State Contract Purchase List- 1

Type Mark	Manufacturer	Model	Description	Count	Warranty	Unit Cost	Total
MISD 3	Jacobsen	R-311	Turbo Rotary Mower Tier 4	1			
MISD 5	Smith Co	Sand-Star-II Ball Infield Groomer 2/3-WD	Ball Infield Groomer	1			

Sub Total = \_\_\_\_\_

Total = \_\_\_\_\_

**NEWMAN**  
ARCHITECTS

**NEWMAN ARCHITECTS, PC**  
Formerly Newman Architects, LLC and  
Formerly Robert E. Newman & Partners P.C.  
300 York Street, New Haven, CT 06511  
203.772.1990 Fax 203.772.1997  
www.newmanarchitects.com

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MORGAN SCHOOL

SDE #027-0061 N/P/S

Steven Willand State Contract Purchase List 1

12/7/2015

F498



Instruction to Dealers:

- Pricing must be based on the exact specification. See specification sheets for all pertinent information.
- Substitutions are not allowed for Connecticut State Contract items.
- Substitutions will be considered for the public bid items only & will be based on the quality (equal to or higher). Substitutions must include all the following information to be considered: manufacturer, model number, description, cut sheet, size, color & other quantifiable information. All information requested must be submitted or will be disqualified. Interior Designer reserves the right to deem a substitution acceptable or not.
- Installers to assemble, on site, locate & mount items are required.
- Dealer/installers are responsible to field measure. Any discrepancies to be brought to the Owner's attention immediately.
- Installers to provide all blocking, if required and coordinate with Owner.
- Installers are responsible for the removal of trash, packing material cardboard boxes, etc....NO DUMPSTER WILL BE PROVIDED.
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- All quotes submitted must be prevailing wage.

### Longo State Contract Purchase List-1

Type Mark	Manufacturer	Model	Description	Count	Warranty	Unit Cost	Total
BC7	BCI	5091232	BCI Uniflex Double Face Shelving Starter 43.3"h	11			
BC8	BCI	5091232	BCI Uniflex Double Face Shelving Adder 43.3"h	16			
BC9	BCI	B1	BCI Uniflex Steel Shelving Starter Single Face	10			
BC10	BCI	B2	BCI Uniflex Single face Adder 81"h	8			
BC11	BCI	B3	BCI Uniflex Single Face Adder 43.3"h	3			
BC12	BCI	C1	Uniflex-S Radius Starter	3			
BC13	BCI	C2	Uniflex-S Radius Adder	12			

Sub Total = \_\_\_\_\_

Total = \_\_\_\_\_

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**DeClerqc Office Group State Contract Purchase List-1**

Type Mark	Manufacturer	Model	Description	Count	Warranty	Unit Cost	Total
BC4	Knoll	RC762B	4-Shelf Laminate bookcase	8			
BC5	Knoll	C4B3936	Bookcase with 3-shelves	4			
BC6	Lakeshore	JJ863	Book Storage Center	1			
D2	Knoll, Inc.	D1R7224N & DB1LS24A & D1PS1054S & DB1WR72 & WC2260B36O24LL & WCWKIT02 & KTP	L-Shaped Desk	12			
D3	Knoll	YKTS4830SDLGL&BW1WR 54 & DS2POL24F & AS1DPAD	Desk with Mobile Pedestal	2			
D4	Knoll, Inc.	DD2SL7230N & D1R4824N & D1R7224N & DD1EU24 & DB1F24SP & DS2PFL30A & DS2PFL24B & DB1WR72	U-Shaped Desk	1			
D5	Knoll, Inc.	YKTS6030SDLGL & DB1WR60 & DS2POL24F & AS1DPAD	30" X 60" Office Desk	7			
F1	Knoll, Inc.	C2DW6436C & 5Z6CSNM & KSPEC3	Calibre 4-drawer lateral file cabinet	17			
F2	Knoll, Inc.	C2F3936CCCC & CE3618 & 5Z6C2NM & KSPEC4	Calibre 3-drawer lateral file cabinet with wood top	12			
F3	Knoll	C2F5130CCCC & 5Z4C2NM	4-Drawer 30"w lateral File Cabinet	2			
F4	Knoll	C2F2736CCC & CE3618 & 5Z6C2NM & KSPEC1	Knoll Calibre 2-Drawer Lateral File Cabinet	4			
F6	Knoll, Inc.	DS2POL24F & AS1DPAD	Mobile Pedestal with Cushion Top	2			
LS4	Cartwright	21/340	Logan Lounge Chair	10			
LS5	Cartwright	MP 21/340	Logan Lounge Chair	4			
LS10	Knoll, Inc.	KL7	K Lounge Curve	18			
LS11	Knoll, Inc.	KL6	K Lounge Straight	6			
LS12	Knoll, Inc.	KL8	K Lounge Inside Corner	4			
LS13	Knoll, Inc.	KL11	K Lounge Pouf	5			
LS14	Knoll, Inc.	KL11	K Lounge Pouf	4			

## DeClerqc Office Group State Contract Purchase List-2

**NEWMAN**  
ARCHITECTS

**NEWMAN ARCHITECTS, PC**  
Formerly Newman Architects, LLC and  
Formerly Robert E. Newman & Partners P.C.  
300 York Street, New Haven, CT 06511  
203.772.1990 Fax 203.772.1997  
www.newmanarchitects.com

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REPRESENTED THEREBY ARE OWNED BY AND REMAIN  
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FIRM OR CORPORATION FOR ANY PURPOSE,  
WHATSOEVER EXCEPT WITH THE SPECIFIC WRITTEN  
PERMISSION OF NEWMAN ARCHITECTS, PC.  
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Type Mark	Manufacturer	Model	Description	Count	Warranty	Unit Cost	Total
MIS1	Knoll, Inc.	ACT-CB-M-LW-48-54-X	Mobile Whiteboard	11			
MIS6	Knoll, Inc.	Priority	Credenza with 4 doors	1			
MIS9	Peter Pepper	2093AL	Polish Chrome Coat Tree	1			
MIS 5	Howe	Cart	40/4 Chair Dolly	1			
S1	Allseating	95040-T2	Zip	48			
S2	Allseating	95040-4D	Zip	36			
S8	Howe	40/4	Side Chair in Poly	218			
S9	Howe	40/4 stool in plastic resin	40/4 Stool	32			
S10	Howe	40/4	Side Chair	111			
S11	Howe	40/4 stool	Stool	39			
S12	Knoll, Inc.	9ASLS	Moment	44			
S13	Knoll, Inc.	9ASLS	Moment	28			
ST2	Knoll, Inc.	C2DW6436C	Wardrobe Storage Unit	3			
ST3	Knoll, Inc.	C2C6436C	Knoll Calibre Wardrobe Storage Unit All Shelves	1			
ST4	Knoll, Inc.	C2C3436C & CE3618 & 5Z6C2NM & KSPEC1	Wardrobe Storage Unit with wood top	1			
T10	Knoll	YKTS4242SDLNL & BW1WR54	Antenna Simple	38			
T11	Knoll	YKTS7236SDLNL & DB1WR72	Antenna Simple Rectangle Table	9			
T13	Knoll	YKTS7236SDLNL & DB1WR72	36" x 72" rectangle Table	6			
T14	Versteel	PEX142SQT.LPS2TBDAB CHBCD	Flip Top	6			
T15	Knoll	DT1ACX42	Dividens - Round Table 42"Diameter	8			
T16	Knoll, Inc.	YKTS7830SDLNL	Rectangle Table Antenna Simple	1			
T17	Versteel	3672REFX	36" x 72" Platform Disc Base	2			
T19	Knoll	DT1ACX3642	Round Table; High-Top	22			
T20	Knoll	DT1ASX303042	Dividens Horizon X base Table	3			
T22	Knoll, Inc.	YKTR36SDLNL	Knoll Round Table	1			
T23	Knoll, Inc.	YKTS6030SDLGL & DB1WR60	Rectangular Table	1			
T24	Versteel	PET248144REFX	Performance T2 table with wood top.	1			
T25	Versteel	PET248192RAFX	Performance T2 table with wood top.	1			

Sub Total =

Total =

MORGAN SCHOOL

SDE #027-0061 N/PS

DeClerqc Office Group State Contract Purchase List 2

12/7/2015

F511

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Robert Lord State Contract Purchase List-1

Type Mark	Manufacturer	Model	Description	Count	Warranty	Unit Cost	Total
BC2	VS	4133S-30	Classroom Wood Bookcase	11			
BC3	VS	4133S-24	Classroom Wood Bookcase	2			
BC14	VS	Shift	Mobile Shelving	5			
D1	VS	4405S	Teacher's Desk with attached pedestal	53			
LS1	Harter	N68E13S	Forum Chair 1 Seat Mid Back	22			
LS6	Haworth	SOPB-33	Chick Pouf w/ Backrest	8			
LS7	Agati	HMP-STG-4825-MLB-WPS/ OPT-CASTERS-STRAIGHT & HMP-STG-90DEG-MLB-WP S/OPT-SHLF-RAIL-90DEG	Elements Striaight and Curved Banquette	2			
LS9	Harter	N68E13S	Forum Chair	2			
S3	VS	31400	Panto Compass - LuPo Chair	845			
S4	VS	31400	Panto Compass - LuPo Chair	102			
S5	VS	31300S	Panto Compass - LuPo Chair	30			
S17	ISI	MTO-MOB-113-60S	Modena Single_Faced Banquette	4			
S18	ISI	MT0-MOB-113-60D	Modena Double-Faced Banquette	5			
ST1	VS	48165	VS Profil Wardrobe Storage Unit	3			
T1	VS	1446	Student Table	342			
T2	VS	21031	RU Recangle Table Flip Top Casters	9			
T3	V/S	2779	Rondo Disc Table	5			
T4	VS	01005S	Euroline Square Table	2			
T5	VS	21038	Flip top table on casters	7			
T6	VS	1444	Teacher's Lecturn	29			
T7	Fleetwood	22.6203.6du.000	Lab Table Epoxy top adj metal leg	79			

MORGAN SCHOOL

SDE #027-0061 N/PS

Robert Lord State Contract Purchase List 1

12/7/2015

F513

# Robert Lord State Contract Purchase List- 2

Type Mark	Manufacturer	Model	Description	Count	Warranty	Unit Cost	Total
T8	VS	01468	Uno Beann Desk	4			
T9	Agati	EMT-MMS-7254-29	Elements Table	6			
T12	VS	1446-32-ADA	Student Table	30			
T18	ISI	MTO-TT062460/KCBS1X-00-22EB	Modena Cafe Booth Table	7			
T21	VS	1001	Computer Lab Printer Table	1			
T26	Haworth	SOCB-2424-W	Sprig Lounge Table	6			
T27	Harter	T68F1520	Work Table	12			
T28	Harter	N68E2020WS-G	Forum Slat Wood Bench	9			
T33	Sico	TRS52TSD	Logo Table	2			

Sub Total =

\_\_\_\_\_

Total =

\_\_\_\_\_

**NEWMAN**  
ARCHITECTS

NEWMAN ARCHITECTS, PC  
Formerly Newman Architects, LLC and  
Formerly Robert E. Newman & Partners, P.C.  
300 York Street, New Haven, CT 06511  
203.772.1990 Fax 203.772.1997  
www.newmanarchitects.com

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MORGAN SCHOOL

SDE #027-0061 N/PS

Robert Lord State Contract Purchase List 2

12/7/2015

F514

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Palmieri State Contract Purchase List-1

Type Mark	Manufacturer	Model	Description	Count	Warranty	Unit Cost	Total
LS2	Palmieri	BL-3-TN	Bloom Curve Lounge	6			
LS3	Palmieri	BL-1-TN	Bloom Round Center	3			
LS8	Palmeri	PO-3-SM	Pods by Dre: Booths	3			
LS8a	Palmieri	PO-2-SM	Pods By Dre 2-seat booth	1			

## Town of Clinton

53 East Main Street  
Clinton, Connecticut 06413



## Purchase Order

No. \_\_\_\_\_  
State Project No. 027-0061 N/PS

**TO:**

**DATE:**

**PROJECT:**

New Morgan School

**DESCRIPTION:**

See Below

**ATTN:**

**Completion Date:**

**WORK AT:**

New Morgan School  
81 Killingworth Turnpike  
Clinton, Connecticut 06413

**BILL TO:**

The Town of Clinton  
Ms Mary Schettino  
First Selectman's Office  
53 East Main Street  
Clinton, Connecticut 06413

**Terms:** 30 Days

### DESCRIPTION

*This purchase order is subject to the provisions of the Contract Documents including Section 202 of Executive Order 11246 and to the paragraphs (1) through (7) of the Equal Opportunity Clause set forth therein.*

**Description:** Provide all labor, material, equipment, and supervision required for the complete installation of \_\_\_\_\_

**Attachment A - By Reference Only - Contract Documents, dated \_\_\_\_\_**

**Attachment B - Bid Form dated \_\_\_\_\_**

**Attachment C - Addendum No. 1, dated \_\_\_\_\_**

**Attachment D - Addendum No. 2, dated \_\_\_\_\_**

**Attachment F - Scope Review Checklist, dated \_\_\_\_\_**

**Attachment G - \_\_\_\_\_**

**Attachment H - Notice to Proceed Letter, dated \_\_\_\_\_**

**Attachment I - \_\_\_\_\_**

**Total CO Amt:**

**Unit Tax**

Exempt

**Lump Tax**

Exempt

**Freight**

\$

-

**Total**

\$

-

[Company Name]

Town of Clinton

**Signed:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**By:**

President

**By:**

Bruce Farmer

First Selectman